

## **AGENDA**

### **Major Projects Committee**

**May 14, 2009**

**9:00 a.m.**

**Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**

**San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

**Chair**

John Pomierski, Mayor  
City of Upland

Gary Ovitt, Supervisor  
County of San Bernardino

Rhodes "Dusty" Rigsby,  
Mayor Pro Tem  
City of Loma Linda

**Vice-Chair**

Bea Cortes, Council Member  
City of Grand Terrace

Dennis Yates, Mayor  
City of Chino

Paul M. Eaton, Mayor  
City of Montclair

Ed Scott, Council Member  
City of Rialto

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Alan Wapner, Council Member  
City of Ontario

Paul Biane, Supervisor  
County of San Bernardino

Kelly Chastain, Mayor  
City of Colton

Diane Williams, Council Member  
City of Rancho Cucamonga

Neil Derry, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Pat Gilbreath, Mayor Pro Tem  
City of Redlands

Josie Gonzales, Supervisor  
County of San Bernardino

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Major Projects Committee**

**May 14, 2009**  
**9:00 a.m.**

**LOCATION:**  
**Santa Fe Depot**  
*The Super Chief Room*

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino**

**CALL TO ORDER – 9:00 a.m.**  
*(Meeting chaired by Mayor John Pomierski.)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of May 14, 2009 Pg. 8**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Major Projects Attendance Roster Pg. 10**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

*Notes/Action*

### **Consent Calendar Cont...**

- 3. Construction Change Orders to an on-going SANBAG Construction Contract with Riverside Construction Co. Pg. 12**

Review and ratify change orders. **Garry Cohoe**

### **Discussion Calendar**

- 4. Approve Contract No. C09124 with Parsons for Program Management and Other Specialty Professional Services Pg. 15**

Approve Contract No. C09124 with Parsons for Program Management and Other Specialty Professional Services in an amount not to exceed \$18,681,751. **Garry Cohoe**

- 5. Master Regulatory Permits Briefing Pg. 49**

Receive the Master Regulatory Permits Briefing **Garry Cohoe**

- 6. Local Stimulus Program Pg. 51**

Discuss and provide direction on development of a Local Stimulus Program that distributes funding to cities and the County for transportation projects in recognition of SANBAG programming all of its American Recovery and Reinvestment Act (ARRA) funds on the I-215 project. **Duane Baker**

- 7. Construction advertising and bid package approval for SR-210 Establish Existing Planting Work for Segment 4 in the City of Rancho Cucamonga Pg. 70**

Approve plans and specifications and authorize staff to proceed with advertising for the SR-210 Establish Existing Planting Work project for Segment 4 in the City of Rancho Cucamonga. **Garry Cohoe**

- 8. Amendment No. 6 to extend the period of performance and increase the contract amount for Contract 02-042 with Moffatt & Nichol Engineers for Engineering, Right of Way and Construction Support Services for the Hunts Lane and Union Pacific Railroad (UPRR) Grade Separation Project Pg. 72**

Approve Amendment No. 6 to Contract 02-042 with Moffatt & Nichol Engineers to extend the period of performance to June 30, 2013 and to increase the contract amount by \$400,453 for a new not-to-exceed total of \$2,476,215. **Garry Cohoe**

**9. Approve appraisals and authorize offers for properties necessary for the Hunts Lane and Union Pacific Railroad Company (UPRR) Grade Separation Project Pg. 97**

1. Approve appraisals for the railroad grade separation project (Project) at Hunts Lane and Union Pacific Railroad Company (UPRR) in the Cities of San Bernardino and Colton.
2. Authorize proceeding with acquisitions of 11 parcels of the estimated 29 parcels necessary for the Project and utility relocation design for an estimated amount of \$477,000.

**Garry Cohoe**

**10. Right of Way expenses for the State Street/University Parkway Grade Separation project Pg. 100**

Increase authorized amount for Right of Way acquisition for the State Street/University Parkway Grade Separation in an amount not to exceed \$550,000. **Garry Cohoe**

**11. Measure I 2010-2040 Implementation Pg. 102**

Receive report on implementation of Measure I 2010-2040 in accordance with the newly adopted Strategic Plan. **Ty Schuiling**

**12. Additional Items from Committee Members**

**13. Brief Comments by General Public**

**14. Director's Comments**

**15. Acronym Listing Pg. 106**

**ADJOURNMENT**

**The next Major Projects Committee  
Meeting is June 11, 2009.**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** May 14, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C08004	Riverside Construction Co. <i>George J. Olivo</i>	ACL Construction Area West Fence American Steel Placer Avar Construction Calmex Engineering CP Construction Foundation Pile Inc. Marina Landscape

\*

*Approved  
Major Projects Committee*

*Date: May 14, 2009*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:*



Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (Cont.)	C08004	Riverside Construction Co. <i>George J. Olivo</i>	Steiny & Company Sudhakar Company
4	C09124	PARSONS <i>Khalil Saba</i>	S2 Engineering, Inc. Chambers Group
8	02-042	Moffatt and Nichol <i>Walt Quesada</i>	AMEC Inc. David Evans & Associates, Inc. KOA Corporation LSA & Associates, Inc. Paragon Partners VMSA

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X										
<b>John Pomierski</b> City of Upland	X	X	X	X								
<b>Paul Biane</b> Board of Supervisors	X		X	X								
<b>Kelly Chastain</b> City of Colton	X	X	X	X								
<b>Rhodes “Dusty” Rigsby</b> City of Loma Linda	X	X	X									
<b>Bea Cortes</b> City of Grand Terrace	X	X		X								
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X								
<b>Josie Gonzales</b> Board of Supervisors			X									
<b>Neil Derry</b> Board of Supervisors		X	X	X								
<b>Larry McCallon</b> City of Highland	X	X		X								
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X								
<b>Gwenn Norton-Perry</b> City of Chino Hills			X									
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X								
<b>Gary Ovitt</b> Board of Supervisors												

X = Member attended meeting.  
mpcatt2009.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.  
Page 1 of 2

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X								
<b>Ed Scott</b> City of Rialto	X	X		X								
<b>Alan Wapner</b> City of Ontario	X	X	X	X								
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X								
<b>Dennis Yates</b> City of Chino	X	X		X								

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 3

**Date:** May 14, 2009

**Subject:** Construction Change Orders to an on-going SANBAG Construction Contract with Riverside Construction Co.

**Recommendation:**\* Review and ratify change orders.

**Background:** Of SANBAG's twelve on-going construction contracts, one of the contracts has had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:

- A. CN C08004 with Riverside Construction Co. for construction of the Ramona Avenue/UPRR Grade Separation project: CCO No. 1 (\$14,064.81 increase to install temporary lighting on Kimberly Avenue, and extend the 2" street light conduit at the corner of Kimberly Avenue and Brooks Street); CCO No. 2 (\$19,680.00 increase for additional work on Kimberly Avenue, including removals of a concrete drainage ditch, concrete slabs, asphalt paving, and miscellaneous items; construction of a small retaining wall and concrete driveway approaches; and provide additional asphalt paving); CCO No. 3 (\$61,360.00 increase for additional improvements on State Street, including to widen the street, remove PCC curbs, gutters, sidewalks and driveway approaches, remove asphalt concrete in driveways and miscellaneous items, provide additional grading, place traffic striping, install permanent delineation and signage, and perform

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*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

traffic control and flagging); CCO No. 4 (\$3,046.41 increase to compensate the contractor for costs incurred due to a time delay caused by an alignment conflict of the existing and proposed 24" storm drain); CCO No. 5 (\$835.24 increase to compensate the contractor for costs incurred due to a time delay caused by an unidentified 2" gas line discovered during excavation); CCO No. 6 (\$13,549.10 decrease to modify the 24" storm drain on Ramona Avenue and Dale Street, adding an additional 40 feet of storm drain pipe, but eliminating a catch basin, a storm drain manhole, and 55 feet of storm drain laterals); CCO No. 7 (\$544.00 decrease for the realignment of an 8" sewer line in Dale Street, adding an additional 48 feet of 8" VCP sewer line, but eliminating a sewer manhole); CCO No. 8 (\$77,235.07 increase to compensate the contractor for additional work due to the realignment of the 30" CML&C water line in Dale Street and Camulos Avenue, and extend the 30" water line into the blending station at State Street, as requested by Monte Vista Water District); and CCO No. 9 (\$24,000.00 increase to compensate the contractor for an additional 30" butterfly valve, necessary for the construction of the 30" water line).

***Financial Impact:*** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 87209000.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**RAMONA PROJECT**  
**CONTRACT No. 08-004**

## San Bernardino Associated Governments

(For use towards the job completion)

This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>>

14

## *Minute Action*

AGENDA ITEM: 4

**Date:** May 14, 2009

**Subject:** Approve Contract No. C09124 with Parsons for Program Management and Other Specialty Professional Services

**Recommendation:\*** Approve Contract No. C09124 with Parsons for Program Management and Other Specialty Professional Services in an amount not to exceed \$18,681,751.

**Background:** **This is a new consultant services contract.** The contract is for Program Management and Other Specialty Professional Services. In January 2009 the Board authorized the release of a Program Management and Other Specialty Professional Services Request for Qualifications (RFQ) to consultants and the solicitation began for Statements of Qualifications (SOQ)s.

SANBAG received five (5) SOQs in response to the RFQ. The teams that submitted SOQs included:

- Bechtel
- Fluor
- Harris & Associates
- PBS&J
- Parsons

Utilizing the SANBAG consultant selection process, a committee consisting of representatives from Caltrans, OCTA and SANBAG reviewed and rated the SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm qualifications, personnel qualifications, project understanding, staffing capability,

\*

*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

and project controls approach. All firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the services needed and substantial experience for the principal discipline lead staff. However, after deliberations, the selection panel short-listed three (3) firms/teams. The shortlisted firms were:

- Fluor
- Harris & Associates
- Parsons

Interviews were conducted on March 27, 2009 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on their responses to interview questions. All three firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee unanimously selected the Parsons team as the most qualified to perform the work and presented the best understanding of the scope of services.

Cost negotiations yielded breakdowns of different costs for this contract due to the components which include the core team, on-call technical support, and the project control system. An estimated annual cost for the Parsons on-site core team is \$3,317,118. The core team will provide project management, construction management, scheduling, estimation, contract management, and document control services. The Parsons team also includes on-call technical support services to provide a multitude of professional services as needed. This is the team that would assist in reducing Caltrans review time by providing quality and constructability reviews when needed, thus improving the completeness of our plans and specifications and shortening the number of submittal and review cycles. This serves to maintain our project schedules and control or reduce overall project costs. In addition, the on-call staff and subconsultants would provide consultation for specialized topics such as environmental, surveying, design/build, right of way, claims and public outreach. Also, DBE and DVBE firms are included on the team as well, should the need arise. While utilization is uncertain for these on-call technical support services an estimated cost is \$1,143,995 annually.

Another component of the contract includes procurement, implementation, and support services for a web-based project control system. The estimated one-time cost for the start up team is \$241,875 with an additional \$25,290 for software and licenses. Thereafter, it is estimated that the system would cost \$8,700 per year for maintenance. The final component of the cost estimate includes Other Direct Costs estimated at \$133,833 per year. After the initial start up of the project



control system, the annual cost for professional services under this contract is expected to be approximately \$4,603,647.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors.

***Financial Impact:*** This action is consistent with the 2008/09 Budget. TN 815.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09124  
by and between  
San Bernardino County Transportation Authority  
and  
PARSONS  
for  
Program Management and Other Specialty Services

<b>FOR ACCOUNTING PURPOSES ONLY</b>				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
<b>Notes:</b>				
Original Contract:      \$ <u>18,681,751</u>		Previous Amendments Total:      \$ _____		
Contingency Amount:      \$ <u>0</u>		Previous Amendments Contingency Total:      \$ _____		
		Current Amendment:      \$ _____		
		Current Amendment Contingency:      \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>			<b>\$ <u>18,681,751</u></b>	
↓ Please include funding allocation for the original contract or the amendment.				
<b><u>Task</u></b>	<b><u>Cost Code</u></b>	<b><u>Funding Sources</u></b>	<b><u>Grant ID</u></b>	<b><u>Amounts</u></b>
815-880	5553	Measure I Valley		\$ <u>18,681,751</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>06/3/09</u> Contract Start: <u>06/04/09</u> Contract End: <u>6/04/13</u>				
New Amend. Approval (Board) Date: _____      Amend. Start: _____      Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>405,176</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>18,276,575</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>815</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: _____	
Task Manager Signature 		Contract Manager Signature _____		Date _____
Chief Financial Officer Signature 		Date <u>5/7/09</u>		Date _____

**CONTRACT NO: C09124**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**

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**CONTRACT**  
**FOR**  
**PROGRAM MANAGEMENT AND OTHER SPECIALTY SERVICES**

This Contract, entered into this 3rd day of June 2009, by the firm of Parsons (hereinafter called CONSULTANT) whose address is:

3200 E. Guasti Road, Suite 200  
Ontario, CA 91761

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain professional and technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional standards generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and other specialty profession services standards.

**Article 2      Performance Schedule**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on June 4, 2009 and shall continue in effect for 48 months, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed \$18,681,751. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT's fee for services is included in the total estimated contract noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

#### **Article 4 Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

#### **Article 5 Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6 Invoicing and Payments**

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. Invoices shall be

submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

## **Article 7      Documentation and Right of Audit**

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal



shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract without liability by the CONSULTANT and as provided in article 18.1, Termination for Convenience.

## **Article 8      Responsibility of the Program/Project Manager**

- 8.1      The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2      In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and safety of the program and projects and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

## **Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

## **Article 10     Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

## **Article 11      Technical Direction**

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
  - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:
- 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.
  - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the

scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.

- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
  - 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

## **Article 12 Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

## **Article 13 Federal and State Mandatory Provisions**

- 13.1 Equal Employment Opportunity/Nondiscrimination
  - 13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive

Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

### 13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### 13.3 Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise (DBE/DVBE)

The CONSULTANT shall comply with all DBE/DVBE State and Federal requirements when performing work which require DBE/DBVE participation.

## Article 14 Conflict of Interest

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

- 14.3 The selected CONSULTANT and SUBCONSULTANT firms whose representatives occupy the roles of corridor manager, program manager, or project manager on this contract will be precluded from any award of future environmental, design or construction management/construction inspection projects for SANBAG. No conflict of interest shall exist for SUBCONSULTANT firms who offer services on this contract, other than those roles specified above, and pursue future environmental, design or construction management/construction inspection projects with SANBAG. Firms with existing SANBAG contracts who wish to submit an SOQ will not be subject to a conflict of interest. In this instance, SANBAG shall provide a project manager to manage the particular project in question. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the Director of Freeway Construction.

#### **Article 15 Key Personnel**

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.

- 15.2 Key Personnel are:

#### **Article 16 Representations**

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

#### **Article 17 Proprietary Rights/Confidentiality**

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the

property of AUTHORITY.

- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## **Article 18 Terminations**

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any

time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.

18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be



considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

18.4 The Authority's Director of Freeway Construction shall have the full authority and discretion to exercise Authority's rights under this Article 18, Terminations.

## **Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

## **Article 20 Claims**

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

## **Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage with limits of not less than \$1,000,000, per claim or occurrence and \$2,000,000 in the aggregate. CONSULTANT shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after contract completion.

- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons including volunteers providing Services on behalf of CONSULTANT and all risks to such persons under this Agreement.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.
- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.
- 21.7 Waiver of Subrogation Rights. The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and

subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.

- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY's contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by AUTHORITY, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured thereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall ensure that the requirements of this section are met.

## **Article 22 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; to the extent that the methods, processes, designs, information or other items have been used in the manner and for the purpose intended by this contract; and

- 22.2 Any and all claims, causes of action, liabilities, losses, costs or expenses, that arises out of, pertains to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

**Article 23 Damages due to Errors and Omissions**

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

**Article 24 Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

**Article 25 Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY,

CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.

25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.

25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

#### **Article 26 Inspection and Access**

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

#### **Article 27 Independent Contractor**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

#### **Article 28 Precedence**

28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and Attachments
  - 28.2.2 CONSULTANT's Statement of Qualifications
  - 28.2.3 AUTHORITY's Request for Qualifications
- 28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

## **Article 29 Communications and Notices**

- 29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

### **For CONSULTANT:**

Name: PARSONS  
Address: 3200 E. Guasti Road, Suite 200  
Ontario, CA 91761  
Attn: Khalil Saba  
Phone: (909)218-3590  
Fax: (909)218-3605

### **For AUTHORITY:**

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Mr. Garry Cohoe  
Phone: (909) 884-8276  
Fax: (909) 885-4407

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

## **Article 30 Disputes**

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed,

Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.

30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

#### **Article 31     Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

#### **Article 32     Review and Acceptance**

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

#### **Article 33     Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

#### **Article 34     Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **Article 35     Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

**Article 36      Governing Law and Venue**

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**Article 37      Prevailing Wages**

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Section 1770 et seq.

**Article 38      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 39      Location of Performance**

NOT USED

**Article 40      Entire Document**

40.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or



oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

40.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

40.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

#### **Article 41 Attorney's Fees**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

#### **San Bernardino Associated Governments**

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### **APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**SCOPE OF WORK**

**CONTRACT NO: C09124**

**EFFECTIVE DATE: TBD**

**by and between**

**San Bernardino  
County Transportation Authority**

**and**

**PARSONS**

**To**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**

## **SCOPE OF WORK**

### **Program Management and other Specialty Professional Services**

The San Bernardino County Transportation Authority is contracting for Program Management Consultant services to support the implementation of various transportation projects.

#### **1.0 BACKGROUND**

San Bernardino County Transportation Authority (SANBAG) is responsible for managing transportation projects in San Bernardino County including environmental, design, and construction. The projects comprise improvements for freeways, highways, grade crossings, and local roads. In addition, an environmental mitigation project is included. SANBAG is obligated to deliver the projects using the funds available and in a timely manner. The Project Management Consultant (CONSULTANT) will assist the SANBAG staff by providing staff assistance and technical expertise in managing and overseeing transportation projects.

Each project will be a significant undertaking that requires CONSULTANT assistance to serve as advisors, managers, and extension to SANBAG staff.

#### **2.0 GENERAL DESCRIPTION OF SERVICES**

CONSULTANT shall function as extension of SANBAG staff and supplement SANBAG staff by providing specialized expertise as required to effectively manage the program as well as individual projects. Under this scope of work, CONSULTANT shall assist SANBAG staff in the oversight, management, and completion of all work associated with the development of the projects thru construction. CONSULTANT shall also assist in the procurement of professional services for project components. CONSULTANT's support shall be in the following general categories:

- Program Management
- Project Management
- Technical Oversight and Support
- Contract Management
- Project Controls
- Administrative Support
- Construction Management

SANBAG will provide overall direction for the transportation program and assign its own staff to perform specific job responsibilities. CONSULTANT shall supplement SANBAG staff and provide specialized expertise as requested.

### **3.0 SCOPE OF SERVICES**

#### **3.1 Program Management**

CONSULTANT shall assist in managing and directing CONSULTANT personnel assigned in project management, technical oversight and support, contract management, project controls, administrative support, and construction management in an effort to deliver the remaining existing Measure I Projects as well as the upcoming Measure I projects. CONSULTANT shall provide technical expertise and support in all areas of project management, construction management, project controls, and other specialty subjects related to transportation and environmental mitigation projects. Reporting of project scope, schedule, and cost shall be performed routinely and as requested for various audiences. It is anticipated the CONSULTANT Program Manager will neither require a full time staff member nor report to SANBAG facilities daily. If the CONSULTANT Program Manager is assigned full time and reports to the SANBAG facility daily then the representative shall also serve as a project manager on specific SANBAG projects.

#### **3.2 Project Management**

CONSULTANT shall assist SANBAG in managing both corridor and individual transportation projects. CONSULTANT shall work with SANBAG, other consultants, federal agencies and its agents, Caltrans, County of San Bernardino, utility companies, various cities, and other stakeholders to assist in developing these projects. Activities include, but are not limited to:

- Project management activities, collaborative practices, and problem solving for both corridor and project level.
- On-going project management direction and coordination.
- Write and maintain project management plans with particular emphasis on meeting Federal Highway Administration (FHWA) and Caltrans requirements.
- Support in coordination of interagency and public/involvement/consensus building including the preparation of presentation materials and making presentation, as requested, and documentation of this process.
- Ability to maintain and foster relationships with agencies, local governments, and other consultants.
- Assist in coordinating projects with agencies such as Federal Highway Administration (FHWA), Caltrans, County of San Bernardino, cities, utility companies, and other local agencies and stakeholders.
- Maintain scope, cost, and schedule for projects and programs.
- Work on an integrated team relationship with SANBAG's staff.

- Manage and oversee other consultant's work, including performing design reviews.
- Establish project delivery plans and maintain adherence to them.
- Assure quality and efficient/timely completion of all project components.
- Coordinate design reviews by other governmental agencies and private companies.

### **3.3 Technical Support**

CONSULTANT shall assist SANBAG in the oversight of work performed by other consultants. CONSULTANT shall provide technical assistance on an as-needed basis. This work may be performed by CONSULTANT staff assigned to SANBAG's office or by others working out of the CONSULTANT's office. As necessary, support in technical areas will be specifically requested and identified by SANBAG. Activities include, but are not limited to:

#### *Technical Support*

- CONSULTANT shall provide as-needed transportation engineering and technical expertise in all major elements of architecture and engineering (civil, structural, electrical, traffic, landscape architecture, drainage, utilities) as they pertain to design of transportation projects.
- Development, maintenance, and control of design criteria and standards for transportation projects.
- Prepare and review cost estimates and unit costs in accordance with FHWA and/or Caltrans guidelines.
- Advise SANBAG staff in technical matters and assist in the resolution of technical issues and problems, including claims review and resolution.
- Value engineering and constructability review expertise as needed.
- Provide utility coordination, agreement preparation, and execution assistance.
- Assist in the preparation and implementation of Project Management Plans.
- Coordinate peer reviews and partnering sessions.
- Provide expertise in preparing information to meet Project Approval/Environmental Document (PA&ED), Project, Specifications & Estimates (PS&E), Bid Package, and Advertise & Award requirements including any progress reporting.
- Risk analysis support.
- Preparation of graphics and visuals.

- Specialized reports as assigned, including pre- and post- construction surveys.

### **3.4 Contract Management**

CONSULTANT shall provide contract management assistance to the SANBAG staff. Activities include, but are not limited to:

- Support in procurements of other consultants on the transportation projects, including assistance with project delivery methods, and contract administration.
- Assist SANBAG staff in preparing cooperative agreements with other agencies, and consultant agreements, amendments, and scopes of work.
- Assist in reviewing other consultant, or local agency invoices for compliance with contract or cooperative agreement terms, including review for accuracy and consistency.
- Assist in administering payments, and other associated general administrative activities.
- Prepare contract status reports.

### **3.5 Project Controls**

CONSULTANT shall assist the SANBAG staff with scheduling, budgeting, cost control, change control, quality control, and document control. Activities include, but are not limited to:

- Assist in establishing and maintaining the transportation program schedule, and monitor the individual project schedules.
- Assist in establishing project budgets and monitoring cost estimating by other consultants.
- Manage and maintain current cost estimates for each project and evaluate and incorporate any cost or project scope changes.
- Monitor the Quality Assurance/Quality Control (QA/QC) program established by other consultants working on the transportation program, including establishing an overall program standard of quality and monitoring its adherence.
- Update, manage, and maintain the SANBAG document control system and database per SANBAG procedures. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents, and electronic file maintenance. Accurate records of correspondence, drawings, reports, and other project related documents and deliverables shall be maintained.

- Provide expertise of state-of-the-art knowledge of information technology practices as related to project controls.

### **3.6 Administrative Support**

CONSULTANT shall provide day-to-day administrative support to the SANBAG Project Management Team developing transportation projects. This administrative support shall provide all necessary administrative and secretarial assistance. Anticipated activities include, but are not limited to:

- Assisting in the preparation of reports and correspondence.
- Data processing and preparation of databases, spreadsheets, flow diagrams, agendas, meeting reports, coordinate travel arrangements, and assist in drafting power point presentations.
- Research and summarization as requested.
- Other administrative duties as assigned.

### **3.7 Construction Management Support**

CONSULTANT shall provide as needed construction management consultation for constructability review and claims evaluation and resolution.

## **4.0 STAFFING**

### **4.1 Level of Support**

All CONSULTANT staff shall work in an integrated team relationship with SANBAG staff members, as well as other consultants. The level of effort required by the CONSULTANT key staff team under this contract shall be of such level to provide the project management and project control to ensure the successful delivery of a well managed program. The CONSULTANT key staff shall be assigned full-time and shall be available Monday thru Friday. The level of effort of this key staff will be re-evaluated periodically to assure that the appropriate level of support is maintained. SANBAG shall have sole discretion in defining and making changes in positions and tasks assigned to CONSULTANT during any re-evaluations. CONSULTANT shall provide support in the following functions:

- Corridor Project Management
- Project Management
- Technical Oversight and Support
- Project Controls
- Contract Management
- Administrative Support

- Construction Management

Due to the potential variability in the transportation program requirements, CONSULTANT shall supplement the core staff by providing SANBAG approved specialized personnel/expertise as required to assist in effectively providing the functions above.

## **4.2 Location**

The CONSULTANT core staff shall be co-located with SANBAG staff at its administration facilities located at 1170 W 3<sup>rd</sup> St, San Bernardino, CA 92410.

## **4.3 Material and Services Provided By SANBAG**

SANBAG will provide office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals assigned to SANBAG's office in San Bernardino, California. Any special equipment, specialized computer software, or supplies required by these individuals shall be provided by CONSULTANT.

## **5.0 DELIVERABLES**

### **5.1 Anticipated Deliverables**

CONSULTANT shall cause to happen the deliverables pertinent to tasks assigned by SANBAG. Deliverables for the transportation program include, but are not limited to:

- |   |   |
|---|---|
| • Project management plans  | • Planning reports and studies as assigned      |
| • Project schedules   | • Graphics and visuals                          |
| • Design/other consultant reviews                                     | • Agency cooperative agreements                 |
| • Utility agreements  | • Procurement and contract management documents |
| • Design criteria(s) and standards                                    | • Project status reports                        |
| • Cost estimates (capital and O&M)                                    | • Program schedules                             |
| • Value engineering, constructability and peer review session reports | • Project budgets                               |
| • Risk analysis documentation   | • QA/QC monitoring reports                      |
| • Technical reports and studies as assigned                           | • Document control logs                         |
| • Constructability Review   | • Project closeouts                             |
| • Claims Review, Consultation   |   |

Specific deliverables will be further defined during the term of the Agreement.



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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 5

**Date:** May 14, 2009

**Subject:** Master Regulatory Permits Briefing

**Recommendation:\*** Receive the Master Regulatory Permits Briefing

**Background:** Coming to agreement with the resource agencies on the impacts and the associated mitigation is very time consuming and can have a major influence on a highway project's delivery schedule. With mitigation land becoming scarce in this region, obtaining mitigation land will take even a longer duration. The best way to offset this risk to a project's schedule is to enter into Master Regulatory Permits with the Federal and State resource agencies.

With project development commencing on the new Measure 2010-2040 projects, now is a opportune time to consider entering into Master Regulatory Permits. Initial discussions have been held with US Fish and Wildlife and they are very interested in participating in the development of a Master Agreement for environmental habitat and species that they have jurisdictions over.

The development of a Master Permits requires determining the environmental impacts of all the proposed projects; identifying the Master Permits to seek, which is dependent on the magnitude of the environmental constraints and the project schedule; identify the amount of mitigation land required and potential mitigation banks; negotiate Master Permit and mitigation with the resource agencies; and

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*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

receive formal approval of mitigation ratios and requirements to allow early purchase of the mitigation bank.

The advantage of the Master Permit is the requirements are established, streamlining the process to obtain an individual project permit; mitigation property is purchased early and in large in large contiguous pieces; and mitigation ratio is usually lower as resource agencies prefer large contiguous pieces of property to mitigate many projects instead of small pieces of land to mitigate and individual project.

To assist in the timely delivery of the Measure 2010-2040 projects staff recommends that the analysis to determine the types of Master Regulatory Permits be conducted, and negotiations be entered into with the regulatory agencies be entered into for such permits.

SANBAG's environmental consultant will be providing additional information during their presentation at the meeting.

***Financial Impact:*** No financial impact, information only.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** May 14, 2009

**Subject:** Local Stimulus Program

**Recommendation:\*** Discuss and provide direction on development of a Local Stimulus Program that distributes funding to cities and the County for transportation projects in recognition of SANBAG programming all of its American Recovery and Reinvestment Act (ARRA) funds on the I-215 project.

**Background:** In April 2009, the SANBAG Board of Directors gave direction to develop options for a Local Stimulus Program in exchange for placing American Recovery and Reinvestment Act (ARRA) funds on the I-215 project. It was further directed that any program meet the intent of the California State legislation that distributed ARRA funds. That legislation states:

*"It is the intent of the Legislature that at least 40 percent of the funds apportioned to a metropolitan planning organization, county transportation commission, or regional transportation planning agency be available for suballocation by that entity to a city, county, or city and county for projects that meet the requirements of the American Recovery and Reinvestment Act of 2009 and this chapter."*

While the legislation includes this intent, it does not make the 40% a requirement. This was done to allow flexibility in designing implementation plans because it is clear that not every jurisdiction has the ability to meet all of the federal guidelines attached to ARRA funds.

\*

*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

This is the first draft of a Local Stimulus Program and is being presented to the Major Projects and Mountain/Desert Committees for feedback and direction. This information will then be used for a final draft to be presented again to the committees in June and to the Board of Directors in July 2009.

This proposed Local Stimulus Program will pass funds to local agencies in an amount equivalent to 40% of the ARRA funds SANBAG received under the Regional Surface Transportation Program (RSTP) distribution formula as cited in AB 3x 20. Under that formula, SANBAG is receiving \$2.05 million for areas with less than 5,000 population (ARRA Rural) and \$76.45 million for areas over 5,000 population (ARRA Urban) for a grand total of \$78.5 million. It should be noted that this total amount excludes \$2.4 million in Transportation Enhancement (TE) funds that would not be applicable to roadway construction and are being applied directly to qualifying regional projects. However, these amounts have been adjusted slightly by trading \$818,000 in ARRA Rural funds to the Riverside County Transportation Commission (RCTC) where they have eligible rural projects, in exchange for \$818,000 in ARRA Urban funds that were required for I-215. The new total is then \$1.2 million in ARRA Rural funds and \$77.3 million in ARRA Urban funds for a grand total of ARRA construction funds that remains the same at \$78.5 million. The 40% share of \$78.5 million is \$31.4 million.

### **Funding Source for Local Stimulus Program**

As SANBAG does not have \$31.4 million in unallocated funds currently available to fund the Local Stimulus Program, staff has had to spend some time analyzing potential pools of money for this program. One confirmed source and three possible sources of funds became apparent.

1. \$1.2 million of ARRA Rural funds is confirmed and will be allocated to eligible projects in areas of less than 5,000 population. This allocation will be counted against the County's share of the Local Stimulus Program. These ARRA Rural funds can't be used on I-215 and are thus available for obligation through the Caltrans Local Assistance process for the Local Stimulus Program.
2. \$10 million in the current Measure I Major Projects fund balance is immediately available for allocation to the Local Stimulus Program. This would still leave an appropriate fund balance to cover other Valley major projects and any contingencies on Measure I funded projects.

3. Measure I Major Projects funds currently allocated to projects that will not be needed immediately. Some of this money could be used for a Local Stimulus Programs but it would need to be replaced before it is needed for the construction of the projects to which it is allocated. Examples of the projects that don't need Measure I funds immediately are the I-215 landscaping and the I-210 Pepper ramps. It is anticipated that cost savings that may result from the I-215 construction, State Transportation Improvement Program (STIP) allocations freed up because ARRA funds were used instead, and State/Local Partnership Program (SLPP) could replace the rest of the funds. These sources of replacement funds, however, are not guaranteed which places some of SANBAG's major projects at risk.
4. State/Local Partnership Program (SLPP) funds approved as part of Proposition 1B. This source of funds is equal to approximately \$10 million per year over the next five years. Using funds from the SLPP brings some restrictions. The first restriction is that SLPP funds must be matched on a one to one basis by revenues from any voter-approved local or regional tax or fee solely dedicated to transportation improvements. In San Bernardino County, the only eligible local match is from Measure I. The second restriction is that projects receiving SLPP funds must be approved by the California Transportation Commission (CTC). Also, only \$10 million a year is made available and so it may take an additional year before the allocation sufficient for our needs would be available. Finally, the SLPP funds will come from Proposition 1B bonds that need to be sold by the State of California and there is no set date when that may happen.

Knowing these restrictions, staff has examined two possible scenarios for funding the Local Stimulus Program.

#### *Funding Option 1*

This scenario involves Measure I fund balance, ARRA Rural, Measure I Major Projects and SLPP funds. In this scenario both SANBAG and local agencies share the risk if there are any delays in the state funding the SLPP. The ARRA Rural and Measure I funds would be available immediately and the SLPP funds are expected next year, though there is no guarantee. The funding for this scenario breaks down as follows:

1. \$1.2 million from ARRA Rural
2. \$10 million from Measure I fund balance
3. \$5.1 million from Measure I Major Projects committed to current projects
4. \$15.1 from SLPP

TOTAL: \$31.4 million total Local Stimulus Program

#### *Funding Option 2*

This funding scenario involves using ARRA Rural funds with the balance of the Local Stimulus Program coming from Measure I fund balance and Measure I Major Project funds committed but not immediately needed for construction. It is further proposed that this scenario apply a discount to the Measure I funds to recognize the risk to SANBAG major projects and the benefit local agencies will receive due to reduced costs because of significantly reduced regulatory requirements. By using Measure I funds, local agencies will get the benefit of a clean source of money to use on local priorities without having first to obtain approval from the CTC, Caltrans or to comply with federal environmental guidelines. These funds are also available immediately. Recognizing the benefits of clean money versus money with many regulations attached, it is a common practice to apply a discount in a range of 25% to 33%. In this scenario, SANBAG is proposing a 15% discount on the Measure I funds. This discount recognizes the risk that regional project funding faces and provides a nearly equivalent amount of actual construction funds to local agencies compared to if they had to comply with more stringent state and federal guidelines if they weren't receiving Measure I funds and instead were receiving ARRA funds or other state funds directly.

The funding breaks down as follows:

1. \$1.2 million from ARRA Rural
2. \$25.67 million from Measure I fund balance and current projects

TOTAL: \$26.87 million total Local Stimulus Program

#### **Distribution Formula**

SANBAG staff examined two primary alternatives for distributing the Local Stimulus Program funds. The first alternative, which staff does not recommend, is to use the formula that is currently used to determine the Measure I local pass through. That formula is based partly on population and partly on sales tax generation. Staff does not recommend this approach because the Local Stimulus Program, unlike Measure I, has no component of

sales tax revenue. Therefore, sales tax generation has no bearing on the amount of revenue that should be allocated to an agency.

SANBAG staff is recommending a distribution formula for the Local Stimulus Program based on a per capita basis, excepting that no agency would receive less than \$200,000. This distribution formula is straight forward and allows a minimum floor of \$200,000 so that even agencies with a small population would be able to complete some meaningful work on their transportation system. If the minimum floor were not part of the formula, some agencies would receive so little money as to make it impossible to complete any meaningful work. The recommended distribution formula would work as follows:

1. The total amount available will be divided by the total county population to arrive at a per capita amount.
2. This amount will then be multiplied by the population of each city and the unincorporated areas of the county to arrive at the per capita share for each agency.
3. The population figure used will be the State Department of Finance population estimate for January 1, 2009.
4. SANBAG will then evaluate the per capita shares of each agency and identify each agency that would receive less than \$200,000 (Grand Terrace, Big Bear Lake, Needles).
5. SANBAG will then allocate \$200,000 towards each of those agencies and subtract that amount from the total amount of Local Stimulus Funds available.
6. A second calculation will be done to establish the new per capita shares for the remaining agencies by taking the new amount available and dividing that by the total county population less the population of the agencies receiving the \$200,000 minimum.
7. This new per capita amount will then be multiplied by the population of the remaining agencies to establish a new agency share (see Exhibit A).

The attached Exhibit A is a table that shows the amount that each agency would receive under the two distribution formulas listed above. Also attached is Exhibit B which shows the procedures that would be used to administer the

Local Stimulus Program. Exhibit C and D are tables showing the amounts each agency would be eligible to receive under the program. Exhibit E is a copy of the CTC guidelines for the SLPP.

**Financial Impact:** Depending on the funding option ultimately selected, this item could allocate up to \$25.67 million from Measure I funds for this program. It is anticipated that these funds would be replaced from other sources but, as there is no guarantee, this could potentially reduce the amount of Measure I funds available for projects. Other funding options would have less of an impact on Measure I funds and rely more on state funds. A final financial impact can't be known until a funding scenario is selected and a final program brought back for consideration.

**Reviewed By:** This item is scheduled to be reviewed by the Major Projects Committee on May 14, 2009 and the Mountain/Desert Committee on May 15, 2009.

**Responsible Staff:** Duane A. Baker, Director of Management Services



**Exhibit A**

COMPARISON OF 50/50 PER CAPITA & SALES TAX GENERATION VS. PER CAPITA LOCAL STIMULUS PROGRAM DISTRIBUTION FORMULA						
City	Population	2008 Sales Tax	Per Capita and Sales Tax Generation		Per Capita Only (Recommended)	
			\$ 50/50 Per Capita/POS	\$ 31,400,000.00 \$200,000 min.	\$ Per Capita Only	\$ 31,400,000.00 \$200,000 min.
WEST VALLEY						
CHINO	82,670	\$14,702,899.00	\$1,529,414.93	\$1,523,391.30	\$1,262,710.83	\$1,253,587.11
CHINO HILLS	78,957	\$5,409,191.00	\$933,394.78	\$921,330.32	\$1,205,998.06	\$1,197,284.11
FONTANA	188,498	\$22,676,409.00	\$2,824,654.77	\$2,802,989.71	\$2,879,139.55	\$2,858,336.32
MONTCLAIR	37,017	\$9,918,610.00	\$888,533.94	\$888,274.88	\$565,401.80	\$561,316.49
ONTARIO	173,690	\$55,079,323.00	\$4,690,749.43	\$4,695,776.63	\$2,652,960.50	\$2,633,791.53
RANCHO CUCAMONGA	174,308	\$22,747,695.00	\$2,720,639.13	\$2,701,905.05	\$2,662,399.90	\$2,643,162.72
UPLAND	75,137	\$9,393,792.00	\$1,147,602.41	\$1,139,225.87	\$1,147,650.95	\$1,139,358.59
UNINCORPORATED	59,456	\$10,544,264.00	\$1,098,117.06	\$1,093,762.94	\$908,137.60	\$901,575.85
TOTAL WEST VALLEY	869,733		\$15,833,106.46	\$15,766,656.70	\$13,284,399.20	\$13,188,412.73
EAST VALLEY						
COLTON	51,918	\$5,489,885.00	\$731,825.25	\$725,305.46	\$793,001.34	\$787,271.51
GRAND TERRACE	12,543	\$865,973.00	\$148,685.60	\$200,000.00	\$191,583.19	\$200,000.00
HIGHLAND	52,503	\$1,380,284.00	\$485,276.70	\$475,633.92	\$801,936.70	\$796,142.30
LOMA LINDA	22,632	\$3,298,485.00	\$374,314.76	\$372,134.51	\$345,683.70	\$343,185.96
REDLANDS	71,807	\$9,688,323.00	\$1,140,161.09	\$1,132,675.46	\$1,096,788.16	\$1,088,863.31
RIALTO	99,767	\$12,142,171.00	\$1,503,575.29	\$1,492,211.00	\$1,523,852.33	\$1,512,841.73
SAN BERNARDINO	205,493	\$24,787,972.00	\$3,083,421.73	\$3,059,852.37	\$3,138,723.08	\$3,116,044.23
YUCAIPA	52,063	\$2,338,589.00	\$540,450.09	\$531,597.14	\$795,216.09	\$789,470.25
UNINCORPORATED	57,129		\$436,297.37	\$424,707.01	\$872,594.74	\$866,289.80
TOTAL EAST VALLEY	625,855		\$8,444,007.88	\$8,414,116.88	\$9,559,379.33	\$9,500,109.10
TOTAL VALLEY	1,495,588		\$24,277,114.34	\$24,180,773.58	\$22,843,778.52	\$22,688,521.83
MOUNTAINS						
BIG BEAR LAKE	6,256	\$1,768,740.00	\$155,812.84	\$200,000.00	\$95,554.84	\$200,000.00
UNINCORPORATED	47,059	\$2,146,654.00	\$490,510.78	\$482,532.74	\$718,784.43	\$713,590.85
TOTAL MOUNTAINS	53,315		\$646,323.62	\$682,532.74	\$814,339.28	\$913,590.85
NORTH DESERT						
BARSTOW	23,952	\$5,668,518.00	\$529,158.33	\$528,442.88	\$365,845.53	\$363,202.11
UNINCORPORATED	35,923	\$2,246,301.00	\$411,551.01	\$405,905.09	\$548,691.92	\$544,727.35
TOTAL NORTH DESERT	59,875		\$940,709.34	\$934,347.97	\$914,537.45	\$907,929.46
COLORADO RIVER						
NEEDLES	5,807	\$405,282.00	\$69,103.19	\$200,000.00	\$88,696.77	\$200,000.00
UNINCORPORATED	2,377	\$67,214.00	\$22,258.74	\$21,825.63	\$36,306.56	\$36,044.23
TOTAL COLORADO RIVER	8,184		\$91,361.93	\$221,825.63	\$125,003.33	\$236,044.23
MORONGO BASIN						
TWENTYNINE PALMS	27,966	\$970,340.00	\$272,846.70	\$267,882.31	\$427,155.81	\$424,069.40
YUCCA VALLEY	21,268	\$2,900,601.00	\$339,594.89	\$337,400.50	\$324,849.81	\$322,502.61
UNINCORPORATED	25,890	\$395,685.00	\$221,891.99	\$216,928.68	\$395,446.76	\$392,589.46
TOTAL MORONGO BASIN	75,124		\$834,333.58	\$822,211.49	\$1,147,452.39	\$1,139,161.46
VICTOR VALLEY						
ADELANTO	28,181	\$1,328,582.00	\$296,370.24	\$291,624.13	\$430,439.75	\$427,329.60
APPLE VALLEY	70,092	\$4,584,392.00	\$815,313.20	\$804,444.30	\$1,070,593.05	\$1,062,857.48
HESPERIA	87,820	\$5,775,675.00	\$1,023,467.01	\$1,009,872.34	\$1,341,372.51	\$1,331,680.42
VICTORVILLE	107,408	\$16,284,402.00	\$1,814,939.32	\$1,805,052.98	\$1,640,561.81	\$1,628,707.93
UNINCORPORATED	70,179	\$2,031,853.00	\$660,067.42	\$647,314.85	\$1,071,921.90	\$1,064,176.73
TOTAL VICTOR VALLEY	363,680		\$4,610,157.20	\$4,558,308.60	\$5,554,889.03	\$5,514,752.16
TOTAL MOUNTAIN/DESERT	560,178		\$ 7,122,885.66	\$ 7,219,226.42	\$5,556,221.48	\$ 8,711,478.17
SUMMARY:						
TOTAL UNINCORPORATED	298,013					
TOTAL INCORPORATED	1,757,753					
GRAND TOTAL	2,055,766	\$ 257,038,104.00	\$ 31,400,000.00	\$ 31,400,000.00	\$ 31,400,000.00	\$ 31,400,000.00

(1) – Population from DOF January 1, 2008 estimates

(2) – Scenarios show cities that receive less than \$200k per capita getting \$200k minimum with balance being distributed per capita

(3) – Unincorporated County areas are counted together as a whole and are not subject to the \$200k minimum

## Exhibit B

### Program Procedures

Listed below are the draft procedures that would be used to administer the Local Stimulus Program. There are two different sets of procedures depending on which funding option is used.

#### *Procedures for Funding Option 1&2*

1. SANBAG will notify each agency of its total allocation. This amount will be based on a per capita basis, excepting that no agency will receive less than \$200,000. SANBAG will determine the amount each agency will receive using the following procedure:
  - a. The total amount available will be divided by the total county population to arrive at a per capita amount.
  - b. This amount will then be multiplied by the population of each city and the unincorporated areas of the county to arrive at the per capita share for each agency.
  - c. The population figure used will be the State Department of Finance population estimate for January 1, 2009.
  - d. SANBAG will then evaluate the per capita shares of each agency and identify each agency that would receive less than \$200,000 (Grand Terrace, Big Bear Lake, Needles).
  - e. SANBAG will then allocate \$200,000 towards each of those agencies and subtract that amount from the total amount of Local Stimulus Funds available.
  - f. A second calculation will be done to establish the new per capita shares for the remaining agencies by taking the new amount available and dividing that by the total county population less the population of the agencies receiving the \$200,000 minimum.
  - g. This new per capita amount will then be multiplied by the population of the remaining agencies to establish a new agency share (see Exhibits C and D).
2. The \$1.2 million ARRA Rural allocation is counted against the County's total allocation and projects funded by these funds will follow the guidelines established by Caltrans for managing ARRA funds.
3. Agencies will submit Local Stimulus Program projects to SANBAG on a form approved by SANBAG which will include:
  - a. Project name and description.
  - b. Either the actual number of jobs created by the project or an estimate of the number of jobs that will be created by the project (SANBAG will provide guidance on how to calculate this number).
  - c. Total project cost and designation of all funds to demonstrate that the project is fully funded.
  - d. Estimated project start and completion dates.
  - e. Useful life of the project.
4. Projects submitted must be one of the following:
  - a. Major rehabilitation, resurfacing or reconstruction extending road life by 15 years.

- b. New construction to increase capacity, improve mobility or enhance safety.
- c. Improvements to bicycle or pedestrian safety or mobility with a useful life of at least 15 years.
- d. Environmental mitigation for air or water quality impacts identified in the environmental impact report for a transportation project.

*Procedures Specific to Funding Option 1 (SLPP and Measure I)*

1. Projects will be submitted to SANBAG by February 1, 2010
2. As some of the Local Stimulus Program funds are coming from the SLPP there is a requirement for a 1:1 match of Measure I funds to SLPP.
  - a. Funds other than Measure I can't be used for the local match.
  - b. The Measure I funds received as part of this Local Stimulus Program will be the local match.
3. SANBAG will review projects for compliance and compile into the SLPP application (the same as the Project Programming Request form used for STIP).
4. Projects funded through SLPP must also meet the requirements of the SLPP as approved by the California Transportation Commission on December 11, 2008 (see Exhibit E).
5. The Executive Director will issue a Local Stimulus Program Allocation Letter for each project indicating the Measure I allocation for each project no later than July 1, 2010.
6. SANBAG will take the SLPP project application and a resolution committing the Measure I portion of the Local Stimulus Program funds to the Board for approval no later than the July 2010 Board meeting.
7. SANBAG will submit the SLPP project application to the CTC by August 15, 2010.
8. Allocation of SLPP funds will work same as STIP process.
  - a. Funds must be used within six months of allocation.
  - b. Local agencies may access available SLPP funds by submitting project expenditure invoices to Caltrans using the same procedure as is used for the STIP.
9. Local agencies may access their Measure I Local Stimulus Program funds for their local match of the SLPP by submitting a copy of the projects expenditure invoices to SANBAG.
  - a. SANBAG shall reimburse local agencies for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the expenditures.
  - b. Invoices may be submitted as frequently as monthly.
10. SANBAG will complete a semiannual report and a final project report to the Board and to the CTC.

*Procedures Specific to Funding Option 2 (Measure I)*

1. Projects will be submitted to SANBAG by September 1, 2009
2. Once the project has been reviewed and approved by SANBAG staff for compliance, the Executive Director will issue a Local Stimulus Program Allocation Letter for each project.

3. Local agencies may access available Local Stimulus Program funds by submitting project expenditure invoices to SANBAG.
  - a. Invoices may be submitted as frequently as monthly or upon completion of the project.
  - b. Local agencies shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant, which shall include unit costs, quantities, labor rates, and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant.
  - c. SANBAG shall reimburse local agencies for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the expenditures.
4. Agencies will have 36 months to complete projects and request reimbursement
5. SANBAG will complete a semiannual report and a final project report to the Board.

# Exhibit C

## ARRA RURAL, MEASURE I MATCH & SLPP FUNDS LOCAL STIMULUS PROGRAM DISTRIBUTION FORMULA OPTION 1

		Measure I & ARRA Rural		SLPP		Total	
City	Population	\$	16,300,000.00	\$	15,100,000.00	\$	31,400,000.00
		Per Capita Only	\$200,000 min.	Per Capita Only	\$200,000 min.	Per Capita Only	\$200,000 min.
WEST VALLEY							
CHINO	82,670	\$655,483.65	\$639,003.82	\$607,227.18	\$615,303.36	\$1,262,710.83	\$1,253,587.11
CHINO HILLS	78,957	\$626,043.58	\$610,303.92	\$579,954.48	\$587,667.93	\$1,205,998.06	\$1,197,284.11
FONTANA	188,498	\$1,494,585.18	\$1,457,009.10	\$1,384,554.37	\$1,402,969.07	\$2,879,139.55	\$2,858,336.32
MONTCLAIR	37,017	\$293,504.76	\$286,125.61	\$271,897.04	\$275,513.30	\$565,401.80	\$561,316.49
ONTARIO	173,690	\$1,377,173.76	\$1,342,549.58	\$1,275,786.74	\$1,292,754.82	\$2,652,960.50	\$2,633,791.53
RANCHO CUCAMONGA	174,308	\$1,382,073.84	\$1,347,326.45	\$1,280,326.07	\$1,297,354.52	\$2,662,399.90	\$2,643,162.72
UPLAND	75,137	\$595,755.11	\$580,776.95	\$551,895.84	\$559,236.10	\$1,147,650.95	\$1,139,358.59
UNINCORPORATED	59,456	\$471,421.75	\$459,569.51	\$436,715.85	\$442,524.21	\$908,137.60	\$901,575.85
TOTAL WEST VALLEY	869,733	\$6,896,041.62	\$6,722,664.93	\$6,388,357.58	\$6,473,323.32	\$13,284,399.20	\$13,188,412.73
EAST VALLEY							
COLTON	51,918	\$411,653.56	\$401,303.98	\$381,347.78	\$386,419.74	\$793,001.34	\$787,271.51
GRAND TERRACE	12,543	\$99,452.42	\$200,000.00	\$92,130.77	\$0.00	\$191,583.19	\$200,000.00
HIGHLAND	52,503	\$416,291.98	\$405,825.78	\$385,644.72	\$390,773.83	\$801,836.70	\$796,142.30
LOMA LINDA	22,632	\$179,447.27	\$174,935.70	\$166,236.43	\$168,447.39	\$345,683.70	\$343,185.96
REDLANDS	71,807	\$569,351.81	\$555,037.47	\$527,436.34	\$534,451.29	\$1,096,788.16	\$1,088,863.31
RIALTO	99,767	\$791,044.36	\$771,156.33	\$732,807.97	\$742,554.38	\$1,523,852.33	\$1,512,841.73
SAN BERNARDINO	205,493	\$1,629,337.14	\$1,588,373.20	\$1,509,385.94	\$1,529,460.91	\$3,138,723.08	\$3,116,044.23
YUCAIPA	52,063	\$42,803.26	\$402,424.77	\$382,412.83	\$387,498.96	\$795,216.09	\$789,470.25
UNINCORPORATED	57,129	\$452,971.16	\$441,582.79	\$419,623.59	\$425,204.62	\$872,594.74	\$866,289.80
TOTAL EAST VALLEY	625,855	\$4,962,352.96	\$4,940,640.03	\$4,597,026.36	\$4,564,811.12	\$9,559,379.33	\$9,500,109.10
TOTAL VALLEY	1,495,588	\$11,858,394.58	\$11,663,304.96	\$10,985,383.94	\$11,038,134.44	\$22,843,778.52	\$22,688,521.83
MOUNTAINS							
BIG BEAR LAKE	6,256	\$49,603.31	\$200,000.00	\$45,951.53	\$0.00	\$95,554.84	\$200,000.00
UNINCORPORATED	47,059	\$373,126.95	\$363,745.99	\$345,657.48	\$350,254.76	\$718,784.43	\$713,590.85
TOTAL MOUNTAINS	53,315	\$422,730.26	\$563,745.99	\$391,609.02	\$350,254.76	\$814,339.28	\$913,590.85
NORTH DESERT							
BARSTOW	23,952	\$189,913.44	\$185,138.74	\$175,932.09	\$178,272.00	\$365,845.53	\$363,202.11
UNINCORPORATED	35,923	\$284,830.52	\$277,669.46	\$263,861.40	\$267,370.78	\$548,691.92	\$544,727.35
TOTAL NORTH DESERT	59,875	\$474,743.96	\$462,808.20	\$439,793.49	\$445,642.78	\$914,537.45	\$907,929.46
COLORADO RIVER							
NEEDLES	5,807	\$46,043.23	\$200,000.00	\$42,653.54	\$0.00	\$88,696.77	\$200,000.00
UNINCORPORATED	2,377	\$18,847.04	\$18,373.20	\$17,459.53	\$0.00	\$36,306.56	\$36,044.23
TOTAL COLORADO RIVER	8,184	\$64,890.26	\$218,373.20	\$60,113.07	\$0.00	\$125,003.33	\$236,044.23
MORONGO BASIN							
TWENTYNINE PALMS	27,966	\$221,740.12	\$216,165.25	\$205,415.69	\$208,147.74	\$427,155.81	\$424,069.40
YUCCA VALLEY	21,268	\$168,632.23	\$164,392.56	\$156,217.59	\$158,295.29	\$324,849.81	\$322,502.61
UNINCORPORATED	25,890	\$205,279.69	\$200,118.65	\$190,167.07	\$192,696.31	\$395,446.76	\$392,589.46
TOTAL MORONGO BASIN	75,124	\$595,652.03	\$580,676.46	\$551,800.35	\$559,139.35	\$1,147,452.39	\$1,139,161.46
VICTOR VALLEY							
ADELANTO	28,181	\$223,444.84	\$217,827.10	\$206,994.91	\$209,747.96	\$430,439.75	\$427,329.60
APPLE VALLEY	70,092	\$555,753.72	\$541,781.25	\$514,839.33	\$521,686.75	\$1,070,593.05	\$1,062,857.48
HESPERIA	87,820	\$696,317.58	\$678,811.12	\$645,054.93	\$653,634.22	\$1,341,372.51	\$1,331,680.42
VICTORVILLE	107,408	\$851,629.22	\$830,218.00	\$788,932.59	\$799,425.47	\$1,640,561.81	\$1,628,707.93
UNINCORPORATED	70,179	\$556,443.53	\$542,453.72	\$515,478.37	\$522,334.28	\$1,071,921.90	\$1,064,176.73
TOTAL VICTOR VALLEY	363,680	\$2,883,588.89	\$2,811,091.20	\$2,671,300.14	\$2,706,828.68	\$5,554,889.03	\$5,514,752.16
TOTAL							
MOUNTAIN/DESERT	560,178	\$ 4,441,605.42	\$ 4,636,695.04	\$ 4,114,616.06	\$ 4,061,865.56	\$ 8,556,221.48	\$ 8,711,478.17
SUMMARY:							
TOTAL UNINCORPORATED	298,013						
TOTAL INCORPORATED	1,757,753						
GRAND TOTAL	2,055,766	\$ 16,300,000.00	\$ 16,300,000.00	\$ 15,100,000.00	\$ 15,100,000.00	\$ 31,400,000.00	\$ 31,400,000.00

(1) - CITY FIGURES FROM DOF JANUARY 1, 2008 ESTIMATES

(2) - Scenarios show cities that receive less than \$200k per capita getting \$200k minimum and the balance being distributed per capita.

(3) - Unincorporated County areas are counted together as a whole and not subject to \$200k minimum.

# Exhibit D

## ARRA RURAL & MEASURE I WITH 15% DISCOUNT LOCAL STIMULUS PROGRAM DISTRIBUTION FORMULA OPTION 2

City	Population	\$ Per Capita Only	26,870,000.00 \$200,000 min.
<b>WEST VALLEY</b>			
CHINO	82,670	\$1,080,542.68	\$1,069,212.13
CHINO HILLS	78,957	\$1,032,011.71	\$1,021,190.05
FONTANA	188,498	\$2,463,773.24	\$2,437,938.15
MONTCLAIR	37,017	\$483,832.69	\$478,759.23
ONTARIO	173,690	\$2,270,224.48	\$2,246,418.94
RANCHO CUCAMONGA	174,308	\$2,278,302.08	\$2,254,411.84
UPLAND	75,137	\$982,082.20	\$971,784.10
UNINCORPORATED	59,456	\$777,122.84	\$768,973.95
<b>TOTAL WEST VALLEY</b>	<b>869,733</b>	<b>\$11,367,891.92</b>	<b>\$11,248,688.39</b>
<b>EAST VALLEY</b>			
COLTÓN	51,918	\$678,597.01	\$671,481.25
GRAND TERRACE	12,543	\$163,943.96	\$200,000.00
HIGHLAND	52,503	\$686,243.28	\$679,047.35
LOMA LINDA	22,632	\$295,812.77	\$292,710.88
REDLANDS	71,807	\$938,557.25	\$928,715.56
RIALTO	99,767	\$1,304,009.94	\$1,290,336.11
SAN BERNARDINO	205,493	\$2,685,907.30	\$2,657,742.92
YUCAIPA	52,063	\$680,492.24	\$673,356.61
UNINCORPORATED	57,129	\$746,707.67	\$738,877.70
<b>TOTAL EAST VALLEY</b>	<b>625,855</b>	<b>\$8,180,271.42</b>	<b>\$8,132,268.38</b>
<b>TOTAL VALLEY</b>	<b>1,495,588</b>	<b>\$19,548,163.34</b>	<b>\$19,380,956.77</b>
<b>MOUNTAINS</b>			
BIG BEAR LAKE	6,256	\$81,769.38	\$200,000.00
UNINCORPORATED	47,059	\$615,087.19	\$608,637.39
<b>TOTAL MOUNTAINS</b>	<b>53,315</b>	<b>\$696,856.57</b>	<b>\$808,637.39</b>
<b>NORTH DESERT</b>			
BARSTOW	23,952	\$313,065.90	\$309,783.10
UNINCORPORATED	35,923	\$469,533.50	\$464,609.98
<b>TOTAL NORTH DESERT</b>	<b>59,875</b>	<b>\$782,599.41</b>	<b>\$774,393.08</b>
<b>COLORADO RIVER</b>			
NEEDLES	5,807	\$75,900.71	\$200,000.00
UNINCORPORATED	2,377	\$31,068.71	\$30,742.92
<b>TOTAL COLORADO RIVER</b>	<b>8,184</b>	<b>\$106,969.41</b>	<b>\$230,742.92</b>
<b>MORONGO BASIN</b>			
TWENTYNINE PALMS	27,966	\$365,531.11	\$361,698.15
YUCCA VALLEY	21,268	\$277,984.54	\$275,069.60
UNINCORPORATED	25,890	\$338,396.64	\$334,848.21
<b>TOTAL MORONGO BASIN</b>	<b>75,124</b>	<b>\$981,912.28</b>	<b>\$971,615.96</b>
<b>VICTOR VALLEY</b>			
ADELANTO	28,181	\$368,341.28	\$364,478.85
APPLE VALLEY	70,092	\$916,141.25	\$906,534.61
HESPERIA	87,820	\$1,147,856.03	\$1,135,819.63
VICTORVILLE	107,408	\$1,403,882.04	\$1,389,160.95
UNINCORPORATED	70,179	\$917,278.39	\$907,659.82
<b>TOTAL VICTOR VALLEY</b>	<b>363,680</b>	<b>\$4,753,498.99</b>	<b>\$4,703,653.87</b>
<b>TOTAL MOUNTAIN/DESERT</b>	<b>560,178</b>	<b>\$ 7,321,836.66</b>	<b>\$ 7,489,043.23</b>
<b>SUMMARY:</b>			
<b>TOTAL UNINCORPORATED</b>	<b>298,013</b>	<b>\$3,895,194.93</b>	<b>\$3,854,349.98</b>
<b>TOTAL INCORPORATED</b>	<b>1,757,753</b>	<b>\$22,974,805.07</b>	<b>\$23,015,650.02</b>
<b>GRAND TOTAL</b>	<b>2,055,766</b>	<b>\$ 26,870,000.00</b>	<b>\$ 26,870,000.00</b>

(1) - CITY FIGURES FROM DOF JANUARY 1, 2008 ESTIMATES

(2) - Scenarios show cities that receive less than \$200k per capita getting \$200k minimum and the balance being distributed per capita.

(3) - Unincorporated County areas are counted together as a whole and not subject to \$200k minimum.

Exhibit E  
**CALIFORNIA TRANSPORTATION COMMISSION State-Local Partnership Program**  
**Guidelines Adopted December 11, 2008**

**General Program Policy**

1. Authority and purpose of guidelines. The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, authorized \$1 billion to be deposited in the State-Local Partnership Program (SLPP) Account to be available, upon appropriation by the Legislature, for allocation by the California Transportation Commission over a five-year period to eligible transportation projects nominated by an applicant transportation agency. The Bond Act required a dollar for dollar match of local funds for an applicant agency to receive state funds under the program.

In 2008, the Legislature enacted implementing legislation (AB 268) to add Article 11 (commencing with Section 8879.66) to Chapter 12.491 of Division 1 of Title 2 of the Government Code. Article 11 defines the purpose and intent of the program, defines the eligibility of applicants, projects, and matching funds, and provides that 95% of program funds will be distributed by formula to match voter-approved transportation taxes and fees and that the remaining 5% will be available for a competitive grant application program to match uniform developer fees. Section 8879.74 requires the Commission to adopt an annual program of projects for the program and to develop and adopt guidelines to implement the program, consistent with Article 11. Initial project allocations are to be made by April 2009.

Earlier legislation to implement the Bond Act (SB 88, 2007) designated the Commission as the administrative agency for the SLPP and mandated that various administrative and reporting requirements be incorporated in the guidelines for all programs established by Proposition 1B.

2. Program of Projects. The Commission will adopt an annual program of projects for the SLPP, by April 2009 for 2008-09 and by October for each fiscal year thereafter. The program will consist of projects nominated by eligible applicants for the formula program and projects selected by the Commission under the competitive grant program to match uniform developer fees. SLPP project funding will match eligible local funding for project construction or equipment acquisition, consistent with Section 8879.70. The Commission will not program or allocate SLPP funding to match local funding for preconstruction work.

The program of projects for each fiscal year will include, for each project, the amount to be funded from the SLPP, the source of the dollar-for-dollar match of SLPP funding, and the estimated total cost of project construction or equipment acquisition, including any additional supplementary funding. The source of the dollar-for-dollar match will include only revenues from the transportation tax or fee that qualifies the applicant for SLPP funding and only funds to be expended after the Commission allocation of SLPP funds.

The Commission will program and allocate funding to projects in whole thousands of dollars and will include a project only if it is fully funded from a combination of SLPP and other committed funding. The Commission will regard funds as committed when they are programmed by the Commission or when the agency with discretionary authority over the funds has made its commitment to the project by ordinance or resolution. For federal formula funds, including RSTP, CMAQ, and federal formula transit funds, the commitment may be by federal TIP adoption. For federal discretionary funds, the commitment may be by federal approval of a full funding grant agreement or by grant approval.

The Commission's annual SLPP program of projects will also include multiyear programs of projects for SLPP funding that eligible applicants may elect to adopt and submit to the Commission. The Commission will include these multiyear programs for informational purposes, acknowledging the future plans and intent of the eligible applicants. The inclusion of an applicant multiyear program, however, will not constitute a programming commitment by the Commission for future year funding.

### **Formula Program for Voter-Approved Taxes and Fees**

3. **Annual Funding Shares.** The Commission will adopt the annual funding share for each eligible applicant for the Voter-Approved Taxes and Fees Subaccount with the adoption of these guidelines for 2008-09 and prior to the beginning of each subsequent fiscal year. These shares will be determined in accordance with Government Code Section 8879.72 and rounded to the nearest whole thousand dollars. In establishing funding shares, the Commission will use the following:

- For toll revenues, the sum of revenues from Regional Measures 1 and 2 for the second prior fiscal year (e.g., 2006-07 data for 2008-09 funding shares), as reported in audited financial statements from the Bay Area Toll Authority.
- For parcel and property tax revenues, the revenues for the second prior fiscal year (e.g., 2006-07 data for 2008-09 funding shares), as reported to the State Controller pursuant to Government Code Section 53891.
- For local sales tax revenues, the sum of gross revenues for the most recent four quarters as reported for each local tax by the Board of Equalization.
- For population, the annual population estimate for cities and counties issued by the Department of Finance in May prior to the beginning of each fiscal year.

The Commission will determine a funding share for each eligible applicant with a voter-approved tax or toll that was approved prior to the adoption of the funding shares and will be collected during the fiscal year. Where a city has a voter-approved local sales tax and is located within a county without a countywide sales tax, the Commission will adopt a funding share for the city based on the city's population. Where there are multiple eligible applicants with a voter-approved local sales tax within a county with a countywide sales tax, the Commission will adopt a single countywide funding share based on the population for the county.



The Commission will set aside up to 2 percent of the total amount appropriated each year for the program as a reserve for bond administrative expenses. In the absence of an enacted state budget, the Commission may establish the funding shares based on its best estimate of the amount that the Legislature will appropriate to the SLPP Account, subject to adjustment based on the final appropriation in the Budget Act.

4. Project nominations. The Commission will include in the annual program of projects each project nominated by an eligible applicant for a formula funding share provided that the Commission finds that the nomination meets the requirements of statute and that the project has a commitment of the required match and any supplementary funding needed for full funding. Each applicant should submit its nomination by February 17, 2009 for 2008-09 and by August 15 for each fiscal year thereafter. The Commission's program of projects will not include a project nomination that exceeds the applicant's formula funding share. A nomination will include the signature of the Chief Executive Officer or other officer authorized by the applicant's governing board. Where the project is to be implemented by an agency other than the applicant, the nomination will also include the signature of the Chief Executive Officer or other authorized officer of the implementing agency. The Commission requests that applicants for funding from a formula share submit three hard copies of each nomination. The nominations should be addressed or delivered to:

Bimla Rhinehart, Executive Director  
California Transportation Commission  
Mail Station 52, Room 2231  
1120 N Street  
Sacramento, CA 95814

A project nomination may be for supplemental funding of a project that was allocated SLPP funding in a prior year, provided that the supplemental SLPP funding and the match for that supplemental funding will not be expended until after the allocation of the supplemental funding. The supplemental SLPP funding may be to replace local funding already committed to the project, subject to the required one-to-one match.

For each nominated project, the applicant should submit project information using the Project Programming Request form in use for STIP projects. The nomination should identify the implementing agency, which may be different from the applicant agency. As specified in statute, the nomination shall include:

- A description of the nominated project, including its cost and scope and the specific improvements and benefits it is anticipated to serve. The description should identify the project's useful life.
- A description of the project's current status, including the current phase of delivery, and the schedule for the completion of construction or acquisition.
- A description of how the project would support transportation and land use planning goals within the region.
- The amount and source of matching funds.

- The amount of SLPP funds requested.

An eligible applicant may adopt and submit a multiyear program for SLPP funding, either in addition to or in lieu of project nominations for the program year. As described in section 2, the Commission's acknowledgement of an applicant's multiyear program will not constitute a Commission programming commitment of future year SLPP funding.

5. Balance of funding share. If the program of projects adopted by the Commission does not program the full amount of an applicant's formula funding share, the balance will remain available for later program amendments supported by eligible project nominations. A balance not programmed in one fiscal year will carry over and be available in the following fiscal year.

#### **Competitive Grant Program to Match Uniform Developer Fees**

6. Project selection. The Commission will select projects from among eligible project nominations for the competitive grant program from the Uniform Developer Fees Subaccount pursuant to Government Code Section 8879.73. No single competitive grant for the SLPP may exceed \$1 million. The Commission will consider approval of a competitive grant only when it finds that the grant request meets the requirements of statute and that the project has a commitment of the required match and any supplementary funding needed for full funding. The selected projects will be included in the Commission's annual program of projects for the SLPP. The Commission will consider only projects for which five hard copies of a complete nomination are received in the Commission office by February 17, 2009 for 2008-09 and by August 15 for each fiscal year thereafter. A nomination will include the signature of the Chief Executive Officer or other officer authorized by the applicant's governing board. Where the project is to be implemented by an agency other than the applicant, the nomination will also include the signature of the Chief Executive Officer or other authorized officer of the implementing agency. The nominations should be addressed or delivered to:

Bimla Rhinehart, Executive Director  
California Transportation Commission  
Mail Station 52, Room 2231  
1120 N Street  
Sacramento, CA 95814

7. Project applications. For each project nominated for the competitive grant program, the applicant should submit project information using the Project Programming Request form in use for STIP projects. The nomination should identify the implementing agency, which may be different from the applicant agency. As specified in statute, the nomination shall include:

- A description of the nominated project, including its cost and scope and the specific improvements and benefits it is anticipated to serve. The description should identify the project's useful life.
- A description of the project's current status, including the current phase of delivery, and the schedule for the completion of construction or acquisition.
- A description of how the project would support transportation and land use planning goals within the region.
- The amount and source of matching funds.
- The amount of SLPP funds requested.

In addition, the grant request should include a copy of the ordinance or resolution adopted by a city, county or city and county that establishes the uniform developer fee to be matched by the grant.

An agency may apply for supplemental funding of up to \$1 million for a project that was allocated SLPP funding in a prior year or years, provided that the supplemental SLPP funding and the match for that supplemental funding will not be expended until after the allocation of the supplemental funding. The supplemental SLPP funding may be to replace local funding already committed to the project, subject to the required one-to-one match. Prior year funding of a project under the SLPP discretionary grant program is not a selection criterion for funding in a subsequent year. The Commission will evaluate applications competitively in each funding cycle.

8. Project selection criteria. In approving grants for inclusion in the program of projects, the Commission will give consideration to geographic balance and to demonstrated project cost-effectiveness. The Commission will give higher priority to projects that are more cost-effective, that can commence construction or implementation earlier, that leverage more uniform developer fees per program dollar, and that can demonstrate quantifiable air quality improvements, including a significant reduction in vehicle-miles traveled.
9. Balance of grant program funds. If the program of projects adopted by the Commission does not program the full amount of the share for the competitive grant program, the balance will remain available for later program amendments supported by eligible project grant requests. A balance not programmed in one fiscal year will carry over and be available for the competitive grant program in the following fiscal year.

### **Project Allocations and Delivery**

10. Amendments to program of projects. The Commission may approve an amendment of the SLPP program of projects at any time. An amendment need only appear on the agenda published 10 days in advance of the Commission meeting. It does not require the 30-day notice that applies to a STIP amendment.

11. Allocations from the SLPP Account. The Commission will consider the allocation of funds

from the SLPP Account for a project when it receives an allocation request and recommendation from the Department of Transportation; in the same manner as for the STIP (see section 64 of the STIP guidelines). The recommendation will include a determination of the availability of appropriated funding from the SLPP Account and the availability of all identified and committed matching and supplementary funding. The Commission will approve the allocation if the funds are available, the allocation is necessary to implement the project as included in the adopted SLPP program, and the project has the required environmental clearance.

12. Timely Use of Funds. Under statute, projects receiving an SLPP allocation shall encumber the funds no later than two years after the end of the fiscal year in which the Commission makes the allocation. Commission policy, however, is that SLPP allocations are valid for encumbrance for six months from the date of approval unless the Commission approves an extension. Applicants may submit and the Commission will evaluate extension requests in the same manner as for STIP projects (see section 66 of the STIP guidelines).
13. Semiannual delivery reports: As a condition of the project allocation, the Commission will require the implementing agency to submit semiannual reports on the activities and progress made toward implementation of the project. As mandated by Government Code Section 8879.50, the Commission shall forward these reports to the Department of Finance. The purpose of the reports is to ensure that the project is being executed in a timely fashion and is within the scope and budget identified when the decision was made to fund the project. If it is anticipated that project costs will exceed the approved project budget, the implementing agency shall provide a plan to the Commission for achieving the benefits of the project by either downscoping the project to remain within budget or by identifying an alternative funding source to meet the cost increase. The Commission may either approve the corrective plan or direct the implementing agency to modify its plan.
14. Final delivery report. Within six months of the project becoming operable, the implementing agency shall provide a final delivery report to the Commission on the scope of the completed project, its final costs as compared to the approved project budget, its duration as compared to the project schedule in the project baseline agreement, and performance outcomes derived from the project as compared to those described in the project baseline agreement. The Commission shall forward this report to the Department of Finance as required by Government Code Section 8879.50. For the purpose of this section, a project becomes operable when the construction contract is accepted or acquired equipment is received.
15. Audit of project expenditures and outcomes. The Department of Transportation will ensure that project expenditures and outcomes are audited. For each SLPP project, the Commission expects the Department to provide a semi-final audit report within 6 months after the final delivery report and a final audit report within 12 months after the final delivery report. The Commission may also require interim audits at any time during the performance of the project.

Audits will be performed in accordance with Generally Accepted Government Auditing Standards promulgated by the United States Government Accountability Office. Audits will provide a finding on the following:

- Whether project costs incurred and reimbursed are in compliance with the executed project baseline agreement or approved amendments thereof; state and federal laws and regulations; contract provisions; and Commission guidelines.
- Whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule and benefits described in the executed project baseline agreement or approved amendments thereof.

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 7

**Date:** May 14, 2009

**Subject:** Construction advertising and bid package approval for SR-210 Establish Existing Planting Work for Segment 4 in the City of Rancho Cucamonga

**Recommendation:\*** Approve plans and specifications and authorize staff to proceed with advertising for the SR-210 Establish Existing Planting Work project for Segment 4 in the City of Rancho Cucamonga.

**Background:** This action will lead to a new Establish Existing Planting Work contract. In October 2005/2006 the Landscape Project for Segment 4 SR-210 in the City of Rancho Cucamonga was awarded to include the landscape construction and one year plant establishment by the landscape construction contractor which is scheduled for completion in September 2009. To fulfill SANBAG'S requirement for three years of landscape maintenance responsibility for SR-210 Segment 4, advertising of a new bid package and contract award for an additional two years of landscape plant establishment is required. Utilizing a landscape plant establishment contract versus the construction contract for an additional 2 year maintenance period provides a significant savings because of lower prevailing wage for workers. Water cost will be transferred directly to SANBAG for the remainder of the period.

The estimated cost of these services is \$420,000 which includes \$120,000 allowance for the purchase of irrigation water from Cucamonga Valley Water District.

\*

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*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Major Projects Agenda Item

May 14, 2009

Page 2

***Financial Impact:*** This action, by itself, imposes no financial impact. TN 824

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** May 14, 2009

**Subject:** Amendment No. 6 to extend the period of performance and increase the contract amount for Contract 02-042 with Moffatt & Nichol Engineers for Engineering, Right of Way and Construction Support Services for the Hunts Lane and Union Pacific Railroad (UPRR) Grade Separation Project

**Recommendation:**\* Approve Amendment No. 6 to Contract 02-042 with Moffatt & Nichol Engineers to extend the period of performance to June 30, 2013 and to increase the contract amount by \$400,453 for a new not-to-exceed total of \$2,476,215.

**Background:** This is an amendment to an existing contract. As part of the Traffic Congestion Relief Program (TCRP), SANBAG was the designated recipient of \$95 million for railroad grade separation projects in San Bernardino County. Hunts Lane and UPRR Grade Separation Project is one of the projects within this program. At the request of the cities of Colton and San Bernardino, SANBAG was assigned to act as the lead agency for this project. In October 2001 through a competitive qualification based selection process, Moffatt and Nichol Engineers (M&N) was selected to perform preliminary engineering and environmental on the project for a not-to-exceed total of \$261,287. In October 2002, the SANBAG Board authorized Amendment 1 for \$1,171,941, for M&N to provide engineering services for final design and right of way (ROW) engineering.

\*

*Approved  
Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_



In 2002, the flow of TCRP funds to transportation projects including the grade separation projects was suspended. Therefore, in December 2003, the Board authorized Amendment 2 that extended the period of performance for the contract. In 2004 it was announced that TCRP funds would be available in Fiscal Year 2005/06, hence, Hunts Lane and other projects were restarted. In April 2005 the Board authorized Amendment 3 that extended the contract through June 30, 2006.

While the project was suspended, the UPRR added a new track within the limits of the project. This triggered the need to both revise the design and update the project. In the meantime, during the reauthorization of the federal transportation authorizing act, a \$5 million federal funding earmark was included for this project. Because the federal funds required National Environmental Policy Act (NEPA) compliance and changes to the project that occurred during the suspension of the project, in January 2006 the Board authorized Amendment 4 for \$396,026 and extended the period of performance to June 30, 2007. As a result of NEPA clearance, several additional design modifications were identified. Therefore, in November 2007 the Board approved Amendment 5 which provided an additional \$246,508 and extended the period of performance to June 30, 2009.

Presently, the PS&E is 95% completed; however, many issues have surfaced and presented additional design challenges. The issues are:

- Adjacent property owners concerns regarding privacy, safety, noise, and loss of property value due to the elevated bridge structure right adjacent to their homes.
- The current design had the overhead lines located on the elevated structure. This would not be aesthetically pleasing having poles on top of a thirty foot high structure.
- A medical clinic on Cooley Drive is required as part of their State license to have pedestrian access to the clinic within a stipulated distance from a bus stop. With the construction of the grade separation Cooley Drive will be cul-de-sac resulting in the stipulated distance not being met.

The most economical means to solve these three issues is to purchase the three houses. This will eliminate the residences issues, the overhead lines can be located within the acquired right-of-way, and a pedestrian access can be installed within the acquired right-of-way. This will result in an overall savings to the project.

Other additional scope items are required and included within this amendment as described below. The geometric design at Oliver Holmes and Hunts Lane intersection require additional geometric modifications beyond the original scope to provide truck circulation and related turning movements. In addition, traffic conditions had changed in the Oliver Holmes intersection. The traffic signal warrant is over four years old and needs to be revisited utilizing existing traffic. In the event that a signal is needed in this location, the design of the signal and modifications of the intersection are also included in this amendment. In addition, due to the Federal Funds on this project, a Value Analysis (VA) is required. Lastly, M&N engineering services during construction are required and accommodated within this amendment.

The scope of work included in this amendment is described in Attachment "A" and "C". The total cost of this amendment is \$400,453 and includes \$18,223 of contingency. The amendment also identifies prior scope items not completed and not needed totaling \$118,558 as shown in Attachment "B". The \$118,558 has been credited to the project offsetting the cost of the additional scope described above.

***Financial Impact:*** Item is consistent with current Fiscal Year 2008/2009 budget. TN 870.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 02-042-06  
by and between  
San Bernardino County Transportation Authority  
and  
Moffatt & Nichol Engineers  
for

PS&E and Right of Way for Hunts Lane/UPRR Grade Separation

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract #  Vendor ID <u>MNE</u>	Retention:  <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original  <input checked="" type="checkbox"/> Amendment
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Notes:

Original Contract:	\$ <u>237,534</u>	Previous Amendments Total:	\$ <u>1,659,760</u>
		Previous Amendments Contingency Total:	\$ <u>154,715</u>
Contingency Amount:	\$ <u>23,753</u>	Current Amendment:	\$ <u>382,230</u>
		Current Amendment Contingency:	\$ <u>18,223</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ \$2,476,215**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>870</u>	<u>5553</u>	<u>TCRP/Prop 42</u>	<u>O272</u>	<u>\$400,453</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>10/03/01</u>	Contract Start: <u>10/03/01</u>	Contract End: <u>6/30/07</u>
New Amend. Approval (Board) Date: <u>06/03/09</u>	Amend. Start: <u>06/03/09</u>	Amend. End: <u>6/30/13</u>

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>150,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>250,453</u>
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority? 87009000

If no, has the budget amendment been submitted?   ☐ Yes   ☐ No

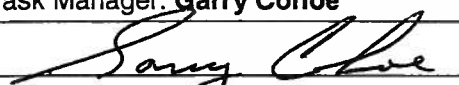
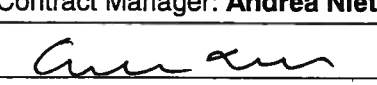
**CONTRACT MANAGEMENT**

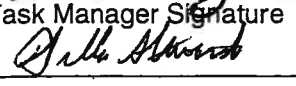
**Please mark an "X" next to all that apply:**

☐ Intergovernmental   
 ☐ Private   
 ☐ Non-Local   
 ☒ Local   
 ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_ %

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Andrea Nieto</u>
----------------------------------	---------------------------------------

 Task Manager Signature	 Contract Manager Signature
<u>5/7/09</u> Date	<u>5/7/09</u> Date

 Chief Financial Officer Signature	<u>4/7/09</u> Date
--	-----------------------

**AMENDMENT NO. 6**  
**CONTRACT NO. 02-042**  
**AGREEMENT BETWEEN**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**MOFFAT & NICHOL ENGINEERS**

This AMENDMENT No. 6 to SANBAG Contract No. 02-042 entered into this 3rd day of June 2009, by the firm of Moffatt & Nichol Engineers, hereafter referred to as CONSULTANT, and the San Bernardino Associated Governments/San Bernardino County Transportation Authority, hereafter referred to as AUTHORITY, collectively hereafter referred to as PARTIES:

**WITNESSETH**

WHEREAS, SANBAG under Contract 02-042 has engaged the services of CONSULTANT to provide Engineering, Right of Way and Construction Support Services for Hunts Lane/UPRR Grade Separation, hereafter referred to as the PROJECT; and,

WHEREAS, the PARTIES desire to amend the aforesaid contract to extend the period of performance and to increase the contract amount.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 02-042 as follows:

1. The period of performance for Contract No. 02-042 shall be amended to extend the duration of Contract 02-042 to June 30, 2013.
2. The contract scope of services is hereby amended to include the work described in Attachment "A" and "C" of this Amendment No. 6 which is hereby incorporated into the Agreement.
3. The not-to-exceed cost of Contract No. 02-042 shall be increased by \$400,453, which includes a \$18,223 of contingency, for a not-to-exceed total contract amount of \$2,476,215. The costs shall include all work performed by subconsultants, and all overhead costs, other direct costs, and fee for CONSULTANT and subconsultants, as detailed in Attachments "B" and "D".
4. All other provisions of Contract No. 02-042 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**Moffat & Nichol Engineers**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino  
County Transportation Authority**

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_



3780 Kilroy Airport Way  
Suite 600  
Long Beach, California 90806

(562) 426-9551  
Fax (562) 424-7489

April 30, 2009

San Bernardino Associated Governments  
1170 W., 3<sup>rd</sup> Street  
2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

Attn: Ms. Andrea Nieto  
Subj: Contract Change Order Request No. 6  
Hunts Lane Grade Separation

Dear Ms. Nieto:

Please find attached the revised scope and fees for modifications to the construction documents for the Hunts Lane Grade Separation project. The revisions include design of four private property walls, and credits to SANBAG from Amendments 1 and CCO5 plus modifications requested at the April 29 meeting. The scope and fees have been organized by individual task numbers with a detail description of the task and a fees breakdown by classifications.

We appreciate the opportunity to be of service to SANBAG and its staff in the last steps for the completion of the Hunts Lane Grade Separation project.

Sincerely,

MOFFATT & NICHOL

Walt Quesada, PE  
Project Manager

## **REQUEST No. 6 – HUNTS LANE PROJECT ADDITIONAL SCOPE OF WORK**

The following outlines a description of the different tasks that comprise the efforts requested under Amendment No. 6.

### **Task 6.1 – Management**

This task reflects the management effort that would take to perform the activities described below and accounts for the contract extension.

### **Task 6.2 – Environmental Document Modifications**

This task involves conducting supplementary environmental services. A California Environmental Quality Act (CEQA) Statutory Exemption (SE) was approved by SANBAG for the project in April 2006. A National Environmental Policy Act (NEPA) Categorical Exclusion (CE) was approved by California Department of Transportation (CALTRANS) District 8 in June 2007. During the design of the project, it was determined that additional right-of-way will be needed requiring a re-validation of the CE.

#### **Task 6.2.1 Revise APE Map**

A Supplemental Historic Property Survey Report (HPSR) and a revised Area of Potential Effects (APE) Map was submitted to Caltrans for review on July 3, 2008. Comments were received on August 12, 2008. Prior to completion of the final report, the PDT team decided for the benefit of the project to make additional right-of-way requirement changes, requiring modifications to the project description and the APE Map. LSA incorporated three more sets of revisions to the APE Map. It is anticipated that LSA will be required to submit two more draft copies of the Supplemental HPSR to Caltrans for review.

#### **Task 6.2.2 Plaque Letter**

As requested by SANBAG, LSA will prepare a letter signed by an architectural historian that discusses the plaque that commemorates the location of the former Jurupa Ranch. The letter will include the following:

- A brief description/history of the plaque and what it commemorates
- An explanation that the plaque has been moved at least once and the site it commemorates is completely gone.
- A discussion of the correspondence from State Office of Historic Preservation (OHP).
- A discussion that relocation of the plaque to a nearby location will not have a negative impact on a historic resource.
- A recommendation that the City contact the Native Daughters of the Golden West as courtesy.

#### **Task 6.2.3 CEQA/NEPA Revalidation Form**

LSA prepared a NEPA/CEQA Revalidation Form based on the first set of project description changes. It is anticipated that LSA will need to attend two more PDT meetings and will need to submit two draft copies of the Revalidation Form to Caltrans for review. The revisions to the project will require the relocation of three residential properties. It is possible that Caltrans may request preparation of a technical study (e.g., Draft Relocation Impact Statement -DRIS) in order to address these changes. We

propose to submit the Revalidation Form with standard requirements for relocation of properties. If a DRIS is required, additional budget may be required to complete this task.

#### **Task 6.2.4 Coordination with LSA/SANBAG/CALTRANS**

This task includes coordinating efforts required within the team as well as with Caltrans.

#### **Task 6.3 – Right-of-Way Support**

This task provides for various right-of-way changes such as acquisition of three parcels, to accommodate changes to the design of the utility corridor or to accommodate the cities needs in terms of maintenance and emergency access. These changes will create overall construction savings, facilitate future operations for City staff and would simplify the right-of-way procurement process.

Due to access modifications for emergency and maintenance vehicles, thirty-nine, of the right-of-way descriptions and plats will require to be entirely or partially modified. In addition, vehicular access to various properties along Oliver Holmes will need to be studied for feasibility of business operations, pedestrian access options for customers of local clinic will also need to be studied as well as drainage maintenance options for the residences along Redwood Avenue will need to be identified.

##### **Task 6.3.1 Modifications at Oliver Holmes**

Oliver Holmes is a private road that originally was not expected to be modified in terms of its present geometry except for minor modifications to its profile. During the course of the design plans preparation and after meeting with business owners, it was necessitated that the geometry be modified to minimize right-of-way related impacts created by the proposed improvements. Consideration was given to the property owners at the intersection in regards to providing adequate access to maintain truck circulation in and out of the businesses. In addition, this intersection will experience an increase of unexpected truck traffic due to new commercial businesses that are presently under construction in the segment of Oliver Holmes between Cooley and Hunts Lane. For this effort it was necessary to identify the following:

- Driveways – identify alternatives for driveway locations that optimize the use of the property and minimize right-of-way impacts.
- Turning templates – provide a design that meets design standards, keeping to a minimum maintenance by the City of Colton.

##### **Task 6.3.2 Modifications to Truck Scale Location**

After conversations between the County of San Bernardino and the business owners of the truck scales, our team will be preparing a design concept that preserves the existing building, modifies the already developed entrance to the Conagra emergency road. This concept will be prepared maximizing land use and minimizing right-of-way costs.

##### **Task 6.3.3 Pedestrian Ramp at Clinic**

The proposed raised profile of Hunts Lane will be restricting the existing access to the Clinic. After discussions with the project development team, our designers were asked to look at studying the feasibility of providing other forms of access to the Clinic in the event that the proposed access from Cooley will not be acceptable. Various stairs



options were developed to allow direct access to the Clinic from Hunts Lane. The options were developed keeping in mind ADA requirements and minimizing the footprint of it to avoid impacts to the entrance of the proposed emergency access tunnel.

#### **Task 6.3.4 Modifications to plats and Property Descriptions**

This task provides for various right-of-way changes such as acquisition of three parcels, to accommodate changes to the design of the project or to accommodate the cities needs in terms of maintenance and emergency access. These changes will create overall construction savings, facilitate future operations for City staff and would simplify the right-of-way procurement process.

To better describe the right-of-way services provided this far, our team completed plats and descriptions for thirty parcels (30) in December 2004, after the environmental NEPA process was completed, the right-of-way documents seals had expired. Our subconsultant DEA was requested to update 13 plats and legal descriptions and re-signed and re-seal all the previously prepared documents. These activities concluded in March 2008. Contingency Number 12 was fully utilized to cover the costs incurred under these activities. Upon further review from the County of San Bernardino and the engineering staff in August 2008, the number of plats and descriptions increased from thirty (30) to forty three (43). Some of the parcels required more than one plat and property description to take into account the differences between grading easements, temporary easements and so forth. It was concluded that twelve (12) new plats and nineteen (19) revisions to plats and legal descriptions were necessary. In February of 2009, as directed by SANBAG, DEA updated twelve (12) plats and legal descriptions as follows: five (5) change of easement type, four (4) modifications to the type of easement, three (3) new plats and legal descriptions. DEA was authorized \$3,500.

In March 2009, DEA was authorized an additional \$10,000, as approved by SANBAG, to update twelve (12) plats and legal descriptions. The list of properties was provided to SANBAG for review and approval. During April 2009 and to address final issues regarding maintenance access and temporary construction easements along the section between Riverwood and the channel as well as the Superior Scale House property, DEA was authorized to create new plats and easements and modify some of the existing ones. The total task requested including future updates is for the amount of \$28,890. The future updates provide for four additional plats and property descriptions that may be necessitated if a new signal is to be installed at the intersection of Hunts Lane and Oliver Holmes.

#### **Task 6.3.5 Wall versus Slope Embankment**

This task includes evaluation of options to provide for landscape and layout options for the segment between Riverwood and Mountain View. More specifically this task will include the following:

- Pros and Cons matrix of using a wall versus a slopping embankment
- A maximum of three (3) alternatives for the layout of pedestrian access to the Clinic as well as access for maintenance personnel
- A maximum of three (3) renderings to be used for public presentations and as an aid for City personnel to make decisions.
- Landscape concepts to be presented to PDT team for decision making purposes.

**Task 6.4 – Utilities**

These activities involve more than expected coordination efforts to ensure that all the utility companies provide input and approval to the proposed utility relocations. As the duration of the project was extended due to the environmental approval process, the utility coordination efforts had to be re-started to bring all the utility companies on board. Some of the more specific activities include:

**Task 6.4.1 Utility Companies Additional Data**

Due to turnover among utility companies' personnel, re-submittals of project plans and additional coordination were necessary to maintain the approval process moving forward. Some of the companies that required additional coordination are Adelphia, Riverside, Time Warner, Gas Company, California Edison, MCI, SBVMWD, Sprint, WMWD and AT&T.

**Task 6.4.2 Edison Options (Underground and Aerial)**

Due to availability of additional right-of-way on the City of Colton side, the Edison transmission and power lines will be relocated to the west side of Hunts Lane. Our team will, based on Edison's requirements, evaluate the optimum footprint for the power lines and make an assessment of the pros and cons of having them underground or on poles plus a review of construction sequencing options to avoid more than one move of the power poles. This activity will include specific coordination with Edison representatives.

**Task 6.4.3 Options for Co-locating Utilities**

This task will examine options for collocating within the City of Colton's utility corridor some of the San Bernardino utilities. The benefit of looking into this option is that it would facilitate maintenance of utilities for both corridors and perhaps reduce construction and maintenance costs. A proposed plan was prepared for all the utility companies involved for review and input.

**Task 6.4.4 Utility Redesign on Colton Side**

The San Bernardino storm drain will be re-designed to be located on the Colton side and alleviate utility congestion on the San Bernardino utility corridor. The proposed concepts will be presented to the City's representatives for final approval. The Colton's Water District lines will be modified to address these changes. There is a sewer line within the cul-de-sac at Mountain Wood that will be impacted by the new utility corridor. This effort will include the relocation of the existing manhole but does not provide for major redesign of the sewer line as it moves west from the project. Minor coordination with the telecommunications vaults is included under this task.

**Task 6.4.5 Overflow Alarms for San Bernardino**

At the request of the City of San Bernardino, the design team was asked to look into design options that provide overflow alarms for its sanitary sewer system.

**Task 6.5 – Maintenance Agreement**

The M&N team will revise the maintenance agreement to address jurisdictional issues pertaining to maintenance of the storm drain and landscaping as result of modifications to the utility corridor on the Colton side. A new revised version of the agreement will be submitted to

both cities, San Bernardino and Colton for review and approval. It is expected to go through one review by each City prior to finalizing the agreement.

#### **Task 6.6 – City of Colton’s Requirements**

In order to address concerns from the City of Colton’s Council, our team was requested to conduct unbudgeted studies regarding options for privacy walls, street lighting studies to avoid impacts to nearby residences, and respond to inquiries about design decisions made during the course of the design of the project.

##### **Task 6.6.1 Privacy Wall Screening Studies**

In response to the City of Colton’s inquiries, the design team conducted a study of the different options available for privacy screening walls. The study included an analysis of the potential impacts that a block wall may have on the proposed MSE wall and the bridge. The design team presented to the City of Colton staff a matrix with different available options as well as the pros and cons for each of them.

Any changes which may affect the current design of the bridge and/or the retaining wall, such as incorporating sound walls into the already designed bridge and MSE walls are not included as part of this request.

#### **Task 6.7 – Engineering Modifications**

The plans specifications and estimates will be revised to incorporate expected changes for the segment between Riverwood and the home owners Green Belt as well as modifications at Oliver Holmes.

##### **Task 6.7.1 Revise Earthwork Templates**

The design terrain model will be modified to provide for sloping of the embankment for the segment between Riverwood and Mountain View. In addition this activity will include grading within the segment to ensure proper drainage is provided. Based on the selected Option, we expect that a retaining wall design will be required.

##### **Task 6.7.2 Sidewalk Lighting**

Lighting plans will be prepared for the sidewalk proposed in the segment between Riverwood and Mountain View.

##### **Task 6.7.3 Revise Plans**

This activity includes the design effort required to include design modifications made at Oliver Holmes and the segment between Riverwood and Mountain View. Attachment 2 provides a full description of all the plan sheets that will require modifications.

##### **Task 6.7.4 Revise Estimates**

Under this task, the estimates will be updated to reflect the design changes discussed in Task 6.7.2.

##### **Task 6.7.5 Revise Specifications**

Under this task, the specifications and special provisions will be updated to reflect the design changes discussed in Task 6.7.2.

**Task 6.7.6 Retaining Wall Design**

A retaining wall will be designed to match the utility/access corridor Option 1 selected by the City of Colton. This effort includes geotechnical exploration and recommendations to support engineering design.

**Task 6.7.7 Private Property Walls**

New walls will be included to provide privacy and security to the properties adjacent to the houses that will be taken by the proposed utility corridor. There are four walls that will need to be designed as part of this effort. These activities also include surveying work to tie down property boundaries as well as geotechnical recommendations to support engineering design. It is the assumption that our team will be able to use Caltrans or City standard walls for all four walls. Any deviations from that assumption will be considered out of scope.

**Task 6.7.8 Landscape and Irrigation**

This activity provides for landscaping and irrigation plans for the new proposed utility corridor.

**Task 6.8 – Water Quality Management Plan (WQMP)**

Our team will prepare one WQMP to support the construction documents. The document will be prepared following the County of San Bernardino. There will not be costs added under this task as this effort was accounted for under Task 17 of Amendment 4 referred as a SWDR.

**Task 6.9 – Traffic Signal at Oliver Holmes**

To address concerns about increase in truck traffic and access to businesses at the intersection of Oliver Holmes and Hunts Lane, a traffic study will be conducted to determine if a traffic signal is warranted. In the event that a signal is needed at this location, our team will design the signal and the required intersection modifications.

**Task 6.9.1 Traffic Signal Warrant**

Our subconsultant KOA Corporation will prepare a traffic analysis at the intersection of Hunts Lane and Oliver Holmes Road. The traffic forecast at the intersection will be re-evaluated based on the SANBAG traffic model and the updated land use plan provided by the City of Colton. Turning movement at the intersection and average daily traffic will be calculated using a similar methodology applied in the previous study. Historical accident data in the vicinity of the study area will be obtained by contacting the City and conducting a traffic gap survey along Hunts Lane.

Based on the evaluation of the traffic/pedestrian projections, a detailed traffic signal warrant analysis will be conducted. The study will be based on guidelines and requirements set forth in the California Manual on Uniform Traffic Control Devices (MUTCD). A technical memorandum will be prepared to substantiate the findings of the study and recommendations.

**Task 6.9.2 Traffic Signal Design**

An intersection base plan will be prepared at 1"=20' scale. The base plan will show centerlines, right-of-way lines, and relevant proposed street improvements. Proposed or modified facilities will be designed and shown on the drawings to create a complete

traffic signal plan. Each plan will conform to the requirements of the City of Colton and will reference the latest edition of the Caltrans Standard Plans and Specifications. The plan will include notes, schedules and other features required to show future conditions completely and properly. The plans and specifications will include design features that are routinely used by the City of Colton at signalized intersections. Special coordination with the serving electrical utility will be required to provide traffic signal service and utility connections. We will make direct contact with the governing electrical company as required to secure electrical service. Traffic signal interconnect conduits and related communication facilities may be affected. This work will be shown in the intersection plan with notes explaining any work that does not appear on the plans.

#### **Task 6.9.3 Roadway Design**

The existing plans will be modified as needed to accommodate a traffic signal at the intersection of Oliver Holmes and Hunts Lane. The roadway plans will make necessary adjustments to left turn pockets and location of signal poles. We do not expect any changes to the alignment of the commercial driveway except for minor modifications to the curb returns.

#### **Task 6.10 – Value Analysis (VA)**

Our engineering staff will participate in a value analysis workshop. We expect to attend the first day morning session to assist the value analysis team with the overview of the technical aspects of the project and the assumptions made. We also expect to participate in the last day of the VA to discuss the conclusions recommended by the VA team. Because of the uncertainty of the recommendations of the VA team, we did not include engineering effort required to incorporate VE recommendations into the project design.

#### **CREDIT TO SANBAG**

##### **Item 1. – Soundwall (CCO5)**

Contract Change Order 5 included design of a soundwall that because of the modifications to the utility corridor on the Colton side will not be required any longer. During the course of the project and to avoid design delays and address drainage related issues, DEA was requested to provide survey data for two locations – the driveway for the house located on the north west quadrant of the Riverwood and Hunts Lane intersection and the entrance to the commercial center across Oliver Holmes on the San Bernardino side. This effort had a cost of \$2,000. In addition, exhibits were prepared and a meeting with a homeowner and City of Colton representatives took place to discuss impacts created by the project in terms of sound and safety. This effort had a cost of \$2,000. From the \$51,030 requested for these activities under CCO5, SANBAG will be credited \$47,030.

##### **Item 2 – Instrumentation Control (CCO5)**

SANBAG will get credit of \$23,000 from the requested amount under CCO5.

##### **Item 3 – Screen Wall (Amendment 1)**

Amendment 1 included preparation of three sheets to provide screen walls. It is our understanding that screen walls will not be required for this project. If conditions change, this item will be consider as out of scope. SANBAG will get a credit of \$23,528.

##### **Item 4 – Shut-off Valves Design (CCO5)**



SANBAG  
Hunts Lane Project  
CCO 6  
5/4/2009

Contract Change Order 5 included provisions to design a leak detection system that would monitor potential leakage of the water lines adjacent to the MSE walls. As result of modifications to the utility corridor on the Colton, we feel there is adequate distance to the wall to eliminate the need of such system. On the San Bernardino side, it was requested that the water will be provided with casing to eliminate potential damage to the wall due to a rupture of the pipe. Prior to that, our team incurred significant effort identifying potential systems that would be suitable for the conditions presented at the project. Our technical staff prepared various recommendations for the representatives of each of the cities to consider. This item originally under CCO5 will not be necessary. Deducting the costs already incurred by Moffatt & Nichol, SANBAG will be credited \$25,000.

PROJECT: Hunts Lane Grade Separation

CLIENT: SANBAG

REQUEST DESCRIPTION: CCO6 Out of scope work reques

DIRECT LABOR		Classifi	SUBCONSULTANTS					Subtask Total Cost
TASK No.	TASK / SUBTASK DESCRIPTION		MEC	KOA	VMS	LSA	L. Capouya	
6.1	Project Management		\$0	\$0	\$0	\$1,480	\$0	\$8,722
6.1.1	Project Management			\$0		\$1,480	\$0	\$8,722
6.2	Environmental Document Modifications		\$0	\$0	\$0	\$9,910	\$0	\$11,798
6.2.1	Revise APE Map					\$6,008		\$6,903
6.2.2	Plaque Letter					\$441		\$501
6.2.3	NEPA Revalidation Form					\$1,461		\$1,675
6.2.4	Coordination with LSA/SANBAG/Caltrans					\$2,000		\$2,720
6.3	Right-of-Way Support		\$0	\$0	\$0	\$0	\$0	\$35,509
6.3.1	Modifications at Oliver Holmes							\$1,609
6.3.2	Modifications to truck scale location							\$1,242
6.3.3	Pedestrian ramp at Clinic							\$988
6.3.4	Modifications to plats and property descriptions							\$27,210
6.3.5	Wall versus Slope Embankment						\$0	\$4,460
6.4	Utilities		\$0	\$0	\$0	\$0	\$0	\$14,850
6.4.1	Utility Companies additional data							\$3,165
6.4.2	Edison options - underground and aerial							\$868
6.4.3	Options for co-locating utilities							\$3,695
6.4.4	Utility redesign on Colton side							\$5,760
6.4.5	Overflow alarms for San Bernardino							\$1,362
6.5	Maintenance Agreement		\$0	\$0	\$0	\$0	\$0	\$2,001
6.5.1	Modifications to agreement							\$2,001
6.6	City of Colton's Requirements		\$0	\$0	\$0	\$0	\$0	\$1,602
6.6.1	Privacy wall screening studies							\$1,602
6.7	Engineering Modifications		\$6,000	\$0	\$0	\$0	\$5,000	\$45,816
6.7.1	Revise earthwork templates							\$5,496
6.7.2	Sidewalk lighting							\$3,410
6.7.3	Revise plans							\$9,062
6.7.4	Revise estimates							\$3,045
6.7.5	Revise specifications							\$1,696
6.7.6	Retaining wall design		\$5,000					\$12,520
6.7.7	Private Property Walls (4 properties)		\$1,000					\$5,588
6.7.8	Landscaping						\$5,000	\$5,000
6.8	Water Quality Management Plan (WQMP)		\$0	\$0	\$0	\$0	\$0	\$0
6.8.1	Preparation of WQMP							\$0
6.9	Traffic Signal Warrant		\$0	\$12,700	\$0	\$0	\$0	\$15,204
6.9.1	Traffic Signal Warrant			\$5,000				\$5,502
6.9.2	Traffic Signal Design			\$7,700				\$8,007
6.9.3	Roadway design (signal)							\$1,695
6.10	Value Analysis (VA)		\$0	\$0	\$30,518	\$0	\$0	\$34,914
6.10.1	Value Analysis (VA)				\$30,518			\$34,914
Task Subtotal H								
Task Subtotal C			\$6,000	\$12,700	\$30,518	\$11,390	\$5,000	\$164,416
			\$6,000	\$12,700	\$30,518	\$11,390	\$5,000	\$295,643
CREDIT TO SANBAG								Total Direct
Item 1. Soundwall (CCO5)	\$47	MEC	KOA	VMS	LSA	L. Capouya	Costs	
Item 2. Instrumentation Control (CCO5)	\$23				\$200		\$200	
Item 3. Screen wall (Amendment 1)	\$23				\$100		\$100	
Item 4. Shut-off Valves Design (CCO5)	\$25				\$200		\$200	
TOTAL CREDIT TO SANBAG		\$118			\$3,595	\$50	\$3,645	
			\$0	\$0	\$3,595	\$550	\$0	\$5,145
			\$6,000	\$12,700	\$34,113	\$11,940	\$5,000	\$182,230

A0204206 Attachment B

**ATTACHMENT "C"**

**Scope of Services**

**by and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**Moffatt and Nichol Engineers**

**for**

**Construction Support Services**

**for**

**Hunts Lane and Union Pacific Railroad Lines Grade Separation  
City of Colton/City of San Bernardino, CA**



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## **SCOPE OF SERVICES**

### **100 GENERAL**

#### **110 Overview**

The San Bernardino Associated Governments (SANBAG), in cooperation with the Cities of San Bernardino and Colton, will utilize the services of CONSULTANT to perform Construction Support Services for a new grade separation between the Union Pacific Railroad (hereafter known as "UPRR") lines and Hunts Lane in the City of San Bernardino and the City of Colton, California.

Coordination of CONSULTANT, SANBAG, City of San Bernardino and City of Colton (hereafter known as "Cities") will be accomplished through a CONSULTANT Project Manager, a SANBAG Contract Manager or his designee, and a Cities Project Manager.

The SANBAG Contract Manager for this Contract shall be:

Mr. Garry Cohoe  
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

#### **120 Project Location and Description**

The project proposes to construct a roadway and railroad track grade separation between the UPRR lines and Hunts Lane near Club Center Drive. The City of Colton is on the west side of Hunts Lane and the City of San Bernardino is on the east side of Hunts Lane at this location.

This Scope of Services will cover construction support services for this project. This project will utilize Plans and Specifications prepared by CONSULTANT, herein referred to as the Project.

### **200 APPLICABLE STANDARDS**

As-built plans shall be prepared in accordance with the CITIES regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements and Standard Specifications for Public Work Construction (SSPWC).

### **300 SERVICES PROVIDED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with the CITIES, other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.
- C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- E. CONSULTANT shall obtain, at its expense, all applicable SSPWC, CALTRANS and CITIES Manuals and Standard Plans.
- F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract. CONSULTANT will also be available on an as-needed basis for final preparation of bid documents-including addressing any final updates or addressing comments from review agencies, addressing bid questions, producing bid document addenda, and other preconstruction activities as needed.
- G. Provisions of the Construction Support Services are not intended to and will not in any way create a contractual relationship between CONSULTANT and the construction contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

- H. CONSULTANT shall be required to furnish all necessary additional drawings for corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.
- I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.
- J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.
- L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the SANBAG Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of either SANBAG. All construction agreements are between SANBAG and its construction contractor.
- M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:
- One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
  - One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.
- Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.
- N. CONSULTANT shall appoint a responsible member of the firm to be the primary contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.
- O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.

- P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Builts" utilizing information provided by the SANBAG Resident Engineer.
- Q. Drawings and amendments, required due to actions of SANBAG/CITIES, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services. Prior authorization by SANBAG is required for any extra services to be completed by CONSULTANT; otherwise these services will not be approved for compensation.
- R. Except as required herein, the Consultant and Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances. Consultant shall advise SANBAG in the event it becomes aware of the presence of any hazardous materials not otherwise indicated in the information provided by SANBAG to Consultant.
- S. Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences procedures, safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by SANBAG's construction contractors.

**400 NOT USED**

**500 NOT USED**

**600 ADMINISTRATION**

**610 SANBAG Project Management and Administration**

As part of their design management activities SANBAG shall:

- A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.
- B. Review CONSULTANT correspondence as needed.
- C. Coordinate the distribution of public information.
- D. Provide a focal-point contact for all questions, requests, and submittals.
- F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

- G. Receive and review progress reports from CONSULTANT and incorporate the data presented in their Project Control System.
- I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
- J. Have final review and approval over all contractual payments and changes.

## **620 CONSULTANT Project Management and Administration**

- A. CONSULTANT's design management activities include, but are not limited to:
  - 1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.
  - 2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
  - 3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
  - 4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.

- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

### **630 Project Controls**

- A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review and approval.
- B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

### **640 Quality Assurance**

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

### **650 Reproduction Services**

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of drawings to be delivered for the submittal tasks outlined in this Scope of Services.



3780 Kilroy Airport Way  
Suite 600  
Long Beach, California 90806

(562) 426-9551  
Fax (562) 424-7489

May 6, 2009

San Bernardino Associated Governments  
1170 W., 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, Ca 92410-1715

Attention: Mr. Garry Cohoe  
Director of Freeway Construction

Subject: Hunts Lane – Construction Support Services

Dear Mr. Cohoe:

As per your request and based on the scope of services outlined under Attachment C enclosed with this letter, we feel that the support effort could be performed within a budget of \$200,000. Due to the uncertainty of the extent of our involvement on this task, Moffatt & Nichol (M&N) will submit to SANBAG's Project Manager a labor estimate for each task as the need for our services arise. No work will be performed by M&N without prior approval from SANBAG.

We look forward to continuing to provide support to SANBAG and help bring this project to its successful completion. I will remain as the point of contact during the construction phase of the project and will have available the team members that were involved in the final phase of the design.

Please feel free to contact me should you have any questions.

Sincerely,

MOFFATT & NICHOL

Walt Quesada, PE  
Project Manager



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** May 14, 2009

**Subject:** Approve appraisals and authorize offers for properties necessary for the Hunts Lane and Union Pacific Railroad Company (UPRR) Grade Separation Project

**Recommendation:\***

1. Approve appraisals for the railroad grade separation project (Project) at Hunts Lane and Union Pacific Railroad Company (UPRR) in the Cities of San Bernardino and Colton.
2. Authorize proceeding with acquisitions of 11 parcels of the estimated 29 parcels necessary for the Project and utility relocation design for an estimated amount of \$477,000.

**Background:** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95 million for Alameda Corridor East railroad grade separation projects. Hunts Lane at the UPRR tracks is one of the five projects identified for this funding. With the announcement from Governor Schwarzenegger that Proposition 42 funds would not be suspended in Fiscal Year 2005/06 this and other TCRP projects were once again restarted. As the design and environmental work is virtually complete the next step in delivering this grade separation project is securing the right of way for the projects.

On April 2, 2008, the Board authorized the start of the project right of way appraisal and acquisition phases and began utility relocations.

\*

*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

The County Real Estate Services Department had completed appraisals for 11 parcels of the estimated 29 parcels that will be needed to construct the Hunts Lane project. The 11 parcels are summarized in attachment "A." Pursuant to Civil Code of Procedure Section 1263.25, the property owner is entitled to obtain an independent appraisal for actual reasonable costs up to \$5,000. The total estimated appraisal amount and 25% negotiation contingency is \$377,000.

Copies of the appraisals will be on file with the Director of Freeway Construction. The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's agent will go to every extent possible to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings.

Along Hunts Lane there are numerous utility purveyors who encroach on the proposed design. Kinder Morgan, and Colton Electric have prior rights to their locations or existing agreements that make the design and/or relocation of the utility the expense of the project. \$100,000 is being estimated for the relocation design. When the relocation drawings are completed SANBAG staff will be recommending another item to compensate for the construction relocation.

***Financial Impact:*** Item is consistent with current Fiscal Year 2008/2009 budget. TN 870.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**ATTACHMENT "A"**  
**Hunts Lane/UPRR Grade Separation - Parcels Information**

<b>PARCEL #</b>	<b>A.P.N. #</b>	<b>OWNER</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>TYPE</b>
1	Lot B Tract 11759	West Colony Community Association	Common Area on Dartmouth Road	San Bernardino	Grading & Drainage Easement
2	141-471-08	Tobin A. Brinker Valorie E. Brinker	2462 South Dartmouth Road	San Bernardino	Utility Easement
3	141-471-09	Verenia Renee Robinson	2458 South Dartmouth Road	San Bernardino	Utility Easement
4	141-471-10	Juliette Strong	2456 South Dartmouth Road	San Bernardino	Grading & Drainage Easement
5	141-321-15	Regal Storage, LLC.	194 West Commercial Road	San Bernardino	Utility, Drainage and Temporary Construction Easement, and Maintenance & Emergency Access Rights
6	164-321-27	John E. Dieterich Gail A. Dieterich	Vacant Land	San Bernardino	Temporary Construction Easement
7	164-392-62	David F. Patterson Angela M. Patterson	808 South Smallwood Street	Colton	Temporary Construction Easement
8	164-391-02	Awoke Sheferaw Bezuneshe Mebratu	2381 Riverwood Street	Colton	Temporary Construction Easement
9	164-311-06 164-311-46	Conagra Inc.	661 South Hunts Lane	Colton	Utility Easement
10	164-311-02	JMDH Real Estate of Colton LLC	Private Road	Colton	Permanent Roadway Easement
11	164-311-01	J. E. Dieterich Gail E. Dieterich	Private Road	Colton	Permanent Roadway Easement

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 10

**Date:** May 14, 2009

**Subject:** Right of Way expenses for the State Street/University Parkway Grade Separation project

**Recommendation:\*** Increase authorized amount for Right of Way acquisition for the State Street/University Parkway Grade Separation in an amount not to exceed \$550,000.

**Background:** Since Spring 2006, SANBAG has been acquiring property as required for the State Street/University Parkway Grade Separation Project. On three occasions, items have been brought to the Board requesting and receiving approval for expenditures based on estimated costs for identified parcel acquisitions and utilities. The last estimate, approved by the Board on March 7, 2007, increased the total authorized amount to \$4.303 million. Since that time ongoing discussions have been occurring on parcels that were under eminent domain action. Several of these parcels have now been settled. The total costs for these settlements will exceed the previous Board authorized amount by approximately \$490,000. This request for increasing the authorized amount will address these settlements and allow a contingency for settlements with the several remaining properties in the eminent domain process.

These costs are being funded through the Transportation Congestion Relief Program (TCRP) which has already been allocated by the California Transportation Commission (CTC).

**Financial Impact:** This item is consistent with current Fiscal Year 2008/2009. TN 871

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*Approved*  
*Major Projects Committee*

*Date: May 14, 2009*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

Major Projects Agenda Item  
May 14, 2009  
Page 2

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on May 14, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 11

**Date:** May 14, 2009

**Subject:** Measure I 2010-2040 Implementation

**Recommendation:**\* Receive report on implementation of Measure I 2010-2040 in accordance with the newly adopted Strategic Plan.

**Background:** The SANBAG Board of Directors adopted the Measure I 2010-2040 Strategic Plan on April 1, 2009. The Strategic Plan identifies the policies and procedures for the implementation of the Measure I 2010-2040 programs. Administrative processes must be put in place in upcoming months for SANBAG to be in a position to allocate Measure I, State and federal resources in accordance with the Strategic Plan.

The critical milestone during FY 2009/2010 is the apportionment of Measure I revenue to specific programs, a decision scheduled to be made by the SANBAG Board at its February 2010 meeting (see Strategic Plan Policies 40001/VS-13, 40013/VVMLH-6, and 40017/MDMLH-6). The apportionment decision will specify the Measure I funds available for projects during FY10/11. It is critical that the apportionment decision by the SANBAG Board occur in February, as this information is central to the budgeting processes for SANBAG and local jurisdictions and is required prior to the allocation of Measure I funds to projects.

This agenda item highlights key steps and an associated schedule required to meet the apportionment deadline. The two steps required to enable the SANBAG Board to make an informed apportionment decision are: 1) the identification of needs and 2) the cash flow analysis. Each step is discussed in greater detail below.

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*Approved*  
*Major Projects Committee*

*Date:* May 14, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

### *Identification of Needs*

Each Measure I program, with the exception of the Local Street and Senior/Disabled Transit Programs, will require submission of a Capital Project Needs Analysis (CPNA). Local jurisdictions are responsible for preparing the CPNAs for the Valley Major Street Program, Valley Freeway Interchange Program, and the various Mountain/Desert Major Local Highway Programs. SANBAG staff is required to prepare a CPNA for all other Measure I programs. The CPNAs cover a five year period that commences the following fiscal year. The CPNAs document project or program needs by fiscal year and include anticipated funding sources, funding amounts, and project phasing where appropriate. The CPNAs also demonstrate the availability of development mitigation fair share funds for the Valley Freeway Interchange, Valley Major Street and the Victor Valley Major Local Highway Programs. CPNAs for the five years beginning in FY 2010/2011 are due to SANBAG by September 30, 2009.

Several secondary tasks must be completed to meet the September 30, 2009 deadline, as well. First, a revenue forecast must be available as the basis for jurisdiction and SANBAG preparation of CPNA documents. Staff is expecting to use the recent revenue forecast developed to support SANBAG's sale of bonds, but this needs to be confirmed. Second, SANBAG must refine the template to be used for preparation of the CPNAs. Both of these tasks require completion by June 30, 2009 to ensure that local jurisdictions are provided with the full 90 days to complete the CPNAs, as established by the Strategic Plan. Finally, local jurisdictions are required to complete the Development Mitigation Annual Report as part of compliance with the SANBAG Development Mitigation Program. The Development Mitigation Annual Report is also due to SANBAG on September 30, 2009, but the report includes development mitigation funding information necessary for completion of the CPNAs by local jurisdictions.

### *Cash Flow Analysis*

Following receipt of the CPNAs, staff will prepare a cash flow analysis that compares projected revenues and expenses for all Measure I programs. The cash flow analysis will focus principally on the projected revenue and expenditures within the five year planning horizon, but will also make projections over the full 30-year timeframe of Measure I 2010-2040. All projected State, federal and private funds are accounted for in the annual cash flow analysis. The goal of the cash flow analysis is to match the revenue projections and program needs over the five year period, with the emphasis placed on deriving a financially feasible apportionment of Measure I dollars for Year 1. The cash flow analysis, along with a draft apportionment proposal, is to be presented to policy committees in December 2009. The analysis will consider commitments to delivery of

SANBAG's Proposition 1B projects and debt service on SANBAG bonds, as well as the demand for project funding reflected in the CPNAs.

As with the CPNA process, the cash flow analysis requires completion of a number of related secondary tasks. First, staff needs to complete development of the cash flow model. Components of the cash flow model were developed during the preparation of the Strategic Plan, but additional refinement of the tool is required to adapt its application to the apportionment of funds. The cash flow model is to be completed by the time CPNAs are due. Work on this model has begun.

Second, Caltrans is in the process of preparing the fund estimate for the next State Transportation Improvement Program (STIP). The STIP is a significant funding source for SANBAG transportation programs, and an estimate of STIP funding must be accounted for in the cash flow analysis. Because STIP funds are provided through the Proposition 42 sales tax on gasoline and Proposition 1B bonds, the fund estimate will be strongly affected by the outcome of the May 19<sup>th</sup> election. SANBAG staff will work on the STIP submittal to the California Transportation Commission (CTC) in parallel with the Measure I cash flow analysis and apportionment processes. The STIP is to be submitted to the CTC in February, in concert with the apportionment of Measure I funding by the SANBAG Board.

### *Apportionment of Funds*

The cash flow analysis contains the information used as the basis for SANBAG staff's apportionment recommendation. A draft apportionment proposal will be presented at December 2009 committee meetings, and a formal recommendation will be presented at January 2010 committee meetings, with Board approval scheduled for the February 2010 meeting. An allocation of Measure I funds to specific projects is scheduled for Board approval in March 2010. A project allocation proposal will be built into the apportionment recommendation, but the program-level apportionment is approved prior to project-level allocations. It is necessary for the apportionment and project allocations to be approved by these dates because SANBAG and local jurisdictions need this information for budgeting purposes. Once the apportionment and allocation processes are complete, SANBAG will be able to enter into the necessary funding agreements with local jurisdictions for arterial, grade separation and interchange projects. Additionally, each SANBAG program requires the information as part of the budgeting process. A delayed apportionment decision would impede timely completion of the SANBAG budget for FY 2010/2011 and possibly delay the allocation of funds to projects.



### ***Schedule Overview***

In summary, implementation of Measure I 2010-2040 is based on the following schedule:

#### **Identification of Needs**

- June 30, 2009—SANBAG staff prepares FY 2010/2011 revenue estimate and CPNA materials, and distributes CPNA materials to local jurisdictions.
- September 30, 2009—Local jurisdictions and SANBAG submit CPNAs, and local jurisdictions submit Development Mitigation Annual Reports.

#### **Cash Flow Analysis**

- July 31, 2009—Complete draft cash flow analysis model. Begin testing.
- October 1, 2009—Begin entering CPNA and revenue information into cash flow model.
- November 2009—Present draft cash flow analysis to TAC and policy committees. Revise cash flow analysis based on feedback received.
- December 2009—Present final cash flow analysis and initial apportionment proposal to committees.

#### **Apportionment and Allocation**

- January 2010—Present formal apportionment recommendation to policy committees
- February 3, 2010—Board approval of apportionment recommendation.
- February 2010 – Present Measure I project allocation recommendations to policy committees
- March 3, 2010 – Board approval of project allocations
- March-June 2010 - Prepare agreements with local jurisdictions based on approved allocations

***Financial Impact:*** This item has no financial impact. All staff activities are consistent with the current Board adopted FY 09/10 Budget, TN 60909000 Agency Strategic Planning.

***Reviewed By:*** This item is scheduled to be reviewed by the Major Projects Committee on May 14, 2009 and by the Mountain/Desert Committee on May 15, 2009.

***Responsible Staff:*** Ryan Graham, Transportation Planning Analyst  
Steve Smith, Chief of Planning  
Ty Schuiling, Director of Planning and Programming

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

**SANBAG Acronym List**

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996